



**FLL AIRPORT  
IMPROVEMENTS & RENOVATIONS**



**Broward County Aviation Department  
Noise Mitigation Consultant Team  
Fort Lauderdale – Hollywood International Airport**

**VOLUNTARY  
SALES ASSISTANCE PROGRAM  
CONSISTING OF TWO OPTIONS:  
STANDARD SALES ASSISTANCE  
PROGRAM  
&  
CONVEYANCE AND RELEASE  
PROGRAM  
POLICIES AND PROCEDURES  
MANUAL**

**Broward County Aviation Department  
Fort Lauderdale – Hollywood International Airport**



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# 1.0 Introduction

## 1.1 *Statement of Purpose*

The purpose of this Policies and Procedures Manual is to document policies and guidelines for the Voluntary Sales Assistance Program, which is made up of two options: 1) the Standard Sales Assistance Program ("Standard Program"), and (2) the Conveyance and Release Program ("CAR Program"). Eligible Owners may elect to participate in one of the two programs, subject to the requirement that for residential units with an existing monitored interior noise level for habitable areas of 45 dB or above, the property must have first completed the Voluntary Residential Sound Insulation Program ("RSI") in order to be eligible for participation in either the Standard Program or the CAR Program. Sections One through Five of this Manual are general in nature and apply to both the Standard Program and CAR Program unless otherwise stated. Section Six of this Manual applies specifically to the Standard Program. Section Seven of this Manual applies specifically to the CAR Program. Section Eight contains exhibits.

## 1.2 *Mission Statement*

The Voluntary Sales Assistance Program (i.e. both the Standard Program and the CAR Program) is only available to Owners of single-family homes, condominium units, townhomes, and two-unit residences located in the 65+DNL noise contour for the expanded south runway (including Owner and non-Owner occupied). Additionally, the dwelling must have been constructed prior to December 12, 2008 (FAA ROD publication/effective date) and the Owner must have purchased the home before November 25, 2013.

The Voluntary Sales Assistance Program (including the Standard Program and the CAR Program) does not include homes or units within the natural boundaries and neighborhood block areas adjacent to the 65+DNL noise contours. The Voluntary Sales Assistance Program is not available for owners in multi-unit structures containing three (3) or more residences, including apartment buildings, triplexes, quad-plexes, et cetera.

The Standard Program is established to provide assistance for Owners of eligible properties that want to relocate from the 65+DNL noise impact area. At the time the sale of the property to a third party occurs, the property is sold subject to a recorded Conveyance and Release Agreement ("CAR Agreement") (**Exhibit A**).

Under the Standard Program and the CAR Program, the general concept is that County shall obtain an appraisal of the fair market value ("FMV") of the property by a certified appraiser. The Owner may also, at the Owner's cost, obtain an additional appraisal of the FMV of the property by a certified appraiser (however, the Owner is not required to obtain this additional appraisal). All appraisers shall meet FAA standards. The appraisal(s) will be reviewed by a certified appraiser ("Review Appraiser") who will generate a written document to accompany the appraisals, which is referred to as the Review Appraiser's Statement ("RAS"). The RAS will provide a full and complete review of the appraisal(s). The RAS will set the current FMV for the property. The Review Appraisers shall be determined as follows: the County's list of certified appraisers will be provided to the City of Dania Beach ("City"). The City shall select four (4) appraisers from that list

as the pool of potential Review Appraisers. The County shall select the particular Review Appraiser to prepare the RAS from the pool of potential review appraisers established by the City.

Under the Standard Program and CAR Program, all appraisals and the RAS must be prepared and performed in accordance with: 42 USC Chapter 61, "Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs"; 49 CFR Part 24, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs"; the Uniform Standards of Professional Appraisal Practice ("USPAP"); 49 USC Section 47504(f), "Determination of Fair Market Value of Residential Properties"; and all other applicable state, local and FAA standards. All appraisals shall conform to FAA Order 5100.37B, FAA Advisory Circular 150/5100-17, FAA Order 5100.38C, Airport Improvement Handbook, Section 811, the Uniform Standards of Professional Appraisal Practice; the Uniform Appraisal Standards for Federal Land Acquisitions and FAA appraisal guidelines, and must conform to other appropriate state and federal regulations. The County's Noise Mitigation Plan administrator and the City's designee may mutually agree to modify the above appraisal process, as long as such modifications are in accordance with federal requirements.

**Standard Program:** For an Owner participating in the Standard Program, once the FMV for the property is established by the RAS, the property Owner is then responsible for marketing and selling the property. The property is placed on the market at the FMV for up to 12 months with a realtor selected by the Owner, and acceptable to the County's Program Management Office ("PMO"). When the property sells to a third party in an arm's length sale, the County will provide a Differential Payment as defined in Section 1.7. In return for receipt of the Differential Payment from the County, the Owner shall provide the County with an executed CAR Agreement that will be recorded against the property on the date of the closing of the sale of the property. The CAR Agreement will be recorded prior to the recording of the deed of conveyance of the property. All mortgages and liens that are encumbrances on the property must be satisfied, discharged, subordinated to the CAR Agreement, or consented to by the holder of any such mortgages or liens in a document that is determined to be the legal equivalent of a subordination by the title insurance company insuring the County's interest in the Agreement, prior to or at closing, to ensure the CAR Agreement has legal priority over and is superior to all mortgages, liens, and encumbrances encumbering the property.

**CAR Program:** The CAR Program is an alternative for Owners who do not want to participate in the Standard Program and who want to receive a benefit payment in exchange for a CAR Agreement that will be recorded on their property. As with the Standard Program, all mortgages and liens that are encumbrances on the property must be satisfied, discharged, subordinated to the CAR Agreement, or consented to by the holder of any such mortgages or liens in a document that is determined to be the legal equivalent of a subordination by the title insurance company insuring the County's interest in the Agreement, prior to or at closing, to ensure the CAR Agreement has legal priority over and is superior to all mortgages, liens, and encumbrances encumbering the property. Participating Owners will be paid 21.9% of the FMV of the property if they have not participated in the County's Voluntary Residential Sound Insulation Program ("RSI Program") or 14.4% of the FMV of their property if they have completed participation in the RSI Program.

There are approximately 857 units eligible to participate in either the Standard Program or the CAR Program.

***FLL Sales Assistance PPM***

### **1.3 Statement of Preconditions**

The County's PMO must first identify eligible Owners who are interested in participating in the Standard Program or CAR Program. Owners must own their property before November 25, 2013 and the dwelling must have been constructed prior to December 12, 2008 to be eligible to participate. If the existing monitored interior noise level for habitable areas in an eligible unit is 45 dB or above, the property must have completed participation in the County's RSI Program to be eligible to participate in either the Standard Program or the CAR Program. Participation in the RSI Program is considered complete when the permit for the improvements to the property pursuant to the RSI Program has been closed by the City of Dania Beach and the Owner has received the warranty package for the improvements to the property.

If the existing monitored interior noise level for habitable areas in an eligible unit is below 45 dB, the property is not eligible for the RSI Program and the Owner may enter either the Standard Program or the CAR Program without having received sound insulation treatments under the RSI Program.

An Owner may not participate in both the CAR Program and the Standard Program. Completion of one of the two programs precludes Owner from participating in the other program.

The CAR Program and the Standard Program is only available to Owners of single-family homes, condominium units, townhomes, and two-unit residences located in the 65+DNL noise contour for the expanded south runway (including Owner and non-Owner occupied). The Voluntary Sales Assistance Program is not available for owners in multi-unit structures containing three (3) or more residences, including apartment buildings, triplexes, quad-plexes, et cetera.

The Voluntary Sales Assistance Program (including the Standard Program and the CAR Program) does not include homes or units within the natural boundaries and neighborhood block areas adjacent to the 65+DNL noise contours.

### **1.4 Statement of Policy**

The policies and procedures set forth in this Voluntary Sales Assistance Program Policies and Procedures Manual are intended to comply with the most recent version of the following: Federal Aviation Administration ("FAA") Advisory Circular AC 150/5100-17 (Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects); FAA Order 5100.37B Land Acquisition and Relocation for Airport Projects; the Uniform Relocation Assistance and Real Property Acquisition Policies Act, 49 CFR Part 24 (Uniform Act); and FAA Order 5100.38C, Airport Improvement Handbook, Section 811 to ensure eligibility for Federal Airport Improvement Project funding ("AIP"), as well as all other federal, state, and County funding requirements. The Broward County Aviation Department ("BCAD") is responsible for the administration of the Standard Program and CAR Program.

### **1.5 Program Goals - Standard Program and CAR Program**

The goal of the Standard Sales Assistance Program ("Standard Program") is to provide eligible Owners with the option to sell their homes on the open market and relocate outside the 65+DNL noise impact area for the expanded south runway with a payment by the County to the Owner in exchange for a recorded CAR Agreement on the property at the time of closing the sale of the property.

The goal of the Conveyance and Release Program ("CAR Program") is to offer Owners, who do not want to wait to participate in the Standard Program or do not want to sell their property, a benefit payment by the County in exchange for a recorded CAR Agreement on their property.

## **1.6 Project Area**

The project area is defined in the County's Noise Mitigation Plan, as amended from time to time (Noise Mitigation Plan) as two geographic areas comprised of three distinct neighborhoods located to the west and south of the Fort Lauderdale-Hollywood International Airport. The Noise Mitigation Plan identifies approximately 857 single-family homes, condominium units, townhomes, and 2-unit residences within the 65+DNL noise contour for the expanded south runway. The Standard Program and CAR Program do not include the natural boundaries and neighborhood block areas adjacent to, but outside, the 65+DNL noise contour for the expanded south runway.

## **1.7 Definitions**

1. Airport or FLL – Fort Lauderdale-Hollywood International Airport ("FLL").
2. Noise Mitigation Plan – The planning document that sets forth the noise mitigation program for the Airport. This document describes the various programs, anticipated funding levels, and project schedule.
3. Appraised Value or FMV – The fair market value as established by the Review Appraiser as part of the Standard Program and CAR Program appraisal process. This will be the FMV for purposes of the Standard Program and CAR Program.
4. Broward County Aviation Department ("BCAD") – The department of Broward County that is responsible for the operation and maintenance of the Airport. Broward County ("County"), a political subdivision of the State of Florida, owns the Airport.
5. CAR Program Benefit Payment – The amount paid to participating Owners under the CAR Program, in exchange for a recorded CAR Agreement. There are two levels of payment Owner may be eligible for under the CAR Program. (1) If the Owner has completed participation in the RSI Program, Owner may receive a payment in the amount of 14.4% of the property's FMV. (2) Alternatively, If the property has been determined to be compatible with the CAR Program because existing monitored interior noise level for

habitable areas are below 45 dB and the property has not completed participation in the RSI Program, Owner may receive a payment in the amount of 21.9% of the FMV of the property.

6. Completed Participation in RSI – Participation in the RSI Program is considered complete when the permit for the improvements to the property pursuant to the RSI Program has been closed by the City of Dania Beach and the Owner has received the warranty package for the improvements to the property.
7. Conveyance and Release Agreement ("CAR Agreement") – The document attached hereto as Exhibit A.
8. Conveyance and Release Program ("CAR Program") – The CAR Program is available for Owners who do not want to participate in the Standard Program, and instead want to receive a payment in exchange for a recorded CAR Agreement against their property.
9. Differential Payment – Only participants in the Standard Program are eligible for the Differential Payment. The Differential Payment shall not exceed 25% of the FMV of the property. The Differential Payment is determined as follows:
  - a. if the purchase price, paid for the property by a purchaser in an arm's length transaction, is less than the FMV, the Differential Payment is determined by subtracting from the FMV the following amounts: (i) the BCAD approved sales price (including any County concessions) received by Owner; and (ii) any amounts paid by County to satisfy liens, if any, to ensure the CAR Agreement is recorded in the Public Records of Broward County, Florida (the "Public Records") prior to all liens and encumbrances encumbering the property except for the Permitted Encumbrances, as defined in the Standard Program Agreement; or
  - b. if the purchase price paid for the property in an arm's length transaction is equal to or greater than the FMV, County will reimburse to Owner Owner's actual realtor's commission paid by Owner at closing, which reimbursement shall not exceed six percent (6%) of the purchase price paid to Owner, but deducted from such reimbursement payment to Owner shall be all amounts paid by County to satisfy liens, if any, to ensure that the CAR Agreement is recorded in the Public Records prior to all liens and encumbrances on the property such that that CAR Agreement has legal priority over all mortgages, liens, and encumbrances except for the Permitted Encumbrances; or

- c. Owner has the option of accepting an offer of less than the FMV and less than the BCAD approved sale price. In this event, the Differential Payment is determined by subtracting from the FMV the following amounts (i) the BCAD approved sale price (including any County concessions) and (ii) any amount paid by County to satisfy liens, if any, to ensure the CAR Agreement is recorded in the Public Records prior to all liens and encumbrances encumbering the Property, except for the Permitted Encumbrances.
10. Director of Aviation – The Director of Aviation of the Broward County Aviation Department.
11. Federal Aviation Administration ("FAA") – The Federal Aviation Administration or any successor agency to the FAA.
12. Description of Standard Sales Assistance Program and Description of Conveyance and Release Program – The document that an Owner signs authorizing BCAD to conduct title work, appraisal, review appraisal, and other described activities on Owner's property. There is a Description of Standard Sales Assistance Program and Description of Conveyance and Release Program.
13. Program Management Office ("PMO") – The County consultant(s) that are responsible for the implementation of the County's Noise Mitigation Plan, including the Standard Program and CAR Program.
14. Outreach Center – The field office set up to operate as a base from which the PMO will administer the County's Noise Mitigation Plan, including the Standard Program and CAR Program.
15. Owner – An owner of residential property located within the 65+DNL noise contour for the expanded south runway that is eligible to participate in either the Standard Program or CAR Program. Proof of ownership shall be determined by a title search of existing records and a Title, Possession and Lien Affidavit delivered by Owner at closing.
16. Participation Agreement – The agreement that the Owner signs (after the title work has been obtained and an appraisal is complete on Owner's property), which formalizes the terms and requirements of the Owner's participation in the Standard Program or CAR Program. The Participation Agreement also establishes the requirements for the Owner to convey the CAR Agreement to the County. There is a separate Participation Agreement for both the Standard Program and the CAR Program.

17. Residential Sound Insulation Program ("RSI") – The Voluntary Sound Insulation Program of the County that applies acoustical treatments designed to reduce aircraft noise to a home in accordance with federal guidelines.
  
18. Review Appraiser Statement ("RAS") – The Review Appraiser will generate a written document to accompany the appraisal(s) called the Review Appraiser's Statement. The RAS will provide full and complete review of the appraisal(s) and specify the FMV for purposes of the Standard Program and CAR Program.
  
19. Request for Participation Agreement ("RPA") – The agreement that an Owner signs indicating that Owner wants to participate in either the Standard Program or the CAR Program when space is available for them to begin participation in either Program. The purpose of the RPA is to assist the PMO in projecting participation and phasing of the programs.
  
20. Standard/CAR Program Specialist – Members of the PMO who are responsible for the day-to-day administration and implementation of the Standard Program and CAR Program.
  
21. Standard Sales Assistance Program ("Standard Program") – The Standard Program assists Owners of eligible properties who want to relocate from the 65+DNL noise impact area. The participating Owners may receive a Differential Payment. The property is sold subject to a recorded CAR Agreement.

## **2.0 Program Management**

### **2.1 Program Schedule**

The PMO will prepare and maintain a master schedule for the Standard Program and CAR Program. The master schedule will identify key tasks involved in program outreach, participation levels, title search, appraisal and review appraisal process, Standard Program marketing activities, obtaining Standard Program and CAR Program subordinations, consents, satisfactions, discharges, and such other documents legally equivalent to the preceding, liens and encumbrances process and progress, and Standard Program and CAR Program closings. The master schedule will be used to manage the overall process and as a status reporting tool to BCAD. The master schedule will be reviewed and approved by BCAD. Key Standard Program and CAR Program milestones will be noted on the master schedule. The master schedule will be updated periodically to reflect the progress and status of the Standard Program and CAR Program.

### **2.2 Intentionally Deleted**

### **2.3 Program Cost Estimate**

The PMO will utilize the cost estimates referenced in the County's Noise Mitigation Plan. As the Standard Program and CAR Program progress, the cost estimates will be modified to reflect current market data cost.

### **2.4 Electronic Document Control System**

At BCAD's direction, the PMO will provide a third-party vendor electronic document management system for the CAR Program and Standard Program.

### **2.5 Program Outreach**

The PMO will provide program community outreach services to eligible Owners and their tenants. The Outreach Center has been established for the purpose of providing a program presence in the community and to provide program information to interested members of the public.

### **2.6 Program Communications**

The PMO will handle communication with Owners, occupants, and lienholders. Communication activities will include scheduling appointments, and discussing and obtaining Owner participation agreements, realtor acknowledgement agreements and addendums, Standard Program and CAR Program subordinations, consents, satisfactions, discharges, and such other documents legally equivalent to the preceding, and any other documents required to facilitate the Programs, process and progress of resolving liens and encumbrances, and Standard Program and CAR Program closings. When necessary or desirable, written notifications and invitations will be mailed or hand-delivered to Owners and/or occupants or sent via certified mail or overnight express mail to the property mailing address as listed with Public Records.

## **2.7 Program Documents**

Standard program documents will be used to implement the Standard Program and CAR Program. The Standard Program and CAR Program documents include, but are not limited to, the following: Request for Participation, Description of Program, Participation Agreement, Addendum to Listing Agreement, Title, Possession and Lien Affidavit, Standard Program Conditions Addendum, Request for Taxpayer Identification Number Acknowledgment, Standard Program PMO Recommendation, CAR Agreement, and Subordination or any other document that is determined to be the legal equivalent of a subordination by the title insurance company insuring the County's interest in the CAR Agreement. Other documents that will be part of the Owner's file are title reports, appraisal reports, RAS, closing documents, and various other documents, as necessary or desired by BCAD.

## **2.8 Plan for Participation**

**For the Standard Program** – Owners will generally be invited to participate in the order in which the dwellings were sound insulated beginning with the highest noise contour given priority over lower noise contours. The rate of participation will be initially driven by the County-obtained Absorption Rate Study, dated November 20, 2012. This Absorption Rate Study will be updated periodically. In addition to the guidance from the Absorption Rate Study (as updated from time to time), participation may also be varied or restricted by the number of homes on the market in a given area. The rate of entry and variations in the priority of entry are made in BCAD's sole discretion after recommendations from the PMO. It is anticipated that the homes that are ineligible for the RSI Program because the interior noise level is below 45 dB will be invited to participate in the Standard Program after the homes in the higher noise contours that receive sound insulation.

**For the CAR Program** - Owners will generally be invited to participate in the following order:

1. For properties that are required to have completed sound insulation under the RSI Program as a prerequisite to participating in the CAR program, the Owners will be invited to participate in the order in which the dwellings were sound insulated with the dwellings in the highest noise contour given priority over lower noise contours.
2. For properties that are not eligible for the RSI Program because the interior noise level is below 45 dB, such Owners will be invited to participate with the dwellings in the highest noise contour given priority over lower noise contours.
3. In order to keep the program moving at an appropriate pace to a timely completion, it is anticipated that the number of Owners in each phase may vary and the order they are brought in may vary between the two groups described above, depending on the pace of the RSI Program.
4. It is anticipated that many eligible owners can participate in the CAR program simultaneously. Impacts on the pace of participation are: timing of sound insulation, flow of funding, turnaround of subordinations, consents, satisfactions, discharges, and such other documents legally equivalent to the preceding, resolution of liens and encumbrances, and staffing levels to address participants.

## **3.0 Start-Up Activities**

### **3.1 Request for Participation in Standard Program**

**Determining Participation Interest of Eligible Owners in the Standard Program** - Due to the number of Owners eligible for the Standard Program, parcels will be addressed in several phases with a priority primarily based on location of the previously sound insulated dwelling in the noise contours, and generally proceeding from the highest noise contour to the lowest. After completion of sound insulation on the property, the PMO will notify the Owner that the property is eligible to participate in either the Standard Program or CAR Program. An eligible Owner that desires to participate in the Standard Program will be required to submit a signed Program Request for Participation indicating that the Owner decides to participate in the Standard Program. These properties will be generally prioritized in the order the Requests for Participation are submitted to the PMO.

For properties that are ineligible for the RSI Program due to the interior noise level being below 45 dB, they will be eligible to submit a Program Request for Participation in the Standard Program after the PMO has notified them that the property is not eligible for the RSI Program. These properties will be generally prioritized in the order the properly signed Requests for Participation are submitted to the PMO.

The PMO will make recommendations to BCAD for entry based on the Absorption Rate Study, the waiting list, number of homes on the market on any given street or area, and other factors that may warrant consideration.

The time of actual entry into the Standard Program of any eligible property is in BCAD's sole discretion.

**Entry into the Standard Program** – BCAD at its sole discretion may limit the number of eligible homes entering the Standard Program in the same neighborhood, or by geographic location around the Airport, in order to prevent market flooding.

**Hardship Process: Owners facing severe financial or health issues, that are facing an undue hardship if not able to begin the marketing of their home through the Standard Program, may be given priority at BCAD's sole discretion. The PMO will interview the Owner and prepare a recommendation after reviewing all documentation in support of hardship status.**

### **3.2 Request for Participation in CAR Program**

The CAR Program is offered to eligible Owners in light of the limited Standard Program absorption rate and the resulting length of time required for participants to complete the Standard Program.

**Determining Participation Interest of Eligible Owners in the CAR Program** - Due to the number of Owners eligible for the CAR Program, parcels will be addressed in several phases with a priority primarily based on the location of the previously sound insulated (under the RSI Program) dwelling in the noise contours, generally proceeding from the highest noise contour to

the lowest. After completion of sound insulation on the Owner's property under the RSI Program, the PMO will notify the Owner that the Owner's property is eligible to participate in the Standard Program or CAR Program. An eligible Owner that desires to participate in the CAR Program will be required to submit a signed Program Request for Participation indicating that the Owner decides to participate in the CAR Program. These properties will be generally prioritized in the order the properly signed Program Requests for Participation are submitted to the PMO.

For properties that are ineligible for sound insulation under the RSI Program due to the interior noise level being below 45 dB, they will be eligible to submit a Program Request for Participation in the CAR Program after the PMO has notified them that the property is ineligible for the RSI Program. These properties will be initially prioritized in the order the signed Program Request for Participation are submitted to the PMO.

The PMO will make recommendations to BCAD for entry into the CAR Program based on the order that the Requests are received.

The time of actual entry into the CAR Program of any eligible property is in BCAD's sole discretion.

### ***3.3 Limitations on Eligibility for Standard Program and CAR Program***

**Title Issues** – If a property has title, lien, or assessment issues that are an impediment to closing, the Owner will not be allowed to participate in the Standard Program or CAR Program until the title, lien, and assessment issues are removed as an impediment to closing.

**65+DNL Noise Contour** – The property must be located within the 65+DNL Noise Contour for the expanded south runway.

**Residential Sound Insulation** – If the interior noise level in the home is at 45 dB or above, the Owner must have completed participation in the RSI Program before entering either the Standard Program or the CAR Program. If the interior noise level is below 45 dB, the property is eligible for either the Standard Program or CAR Program without first receiving sound insulation treatment under the RSI Program.

**Date of Purchase** – The property is not eligible for participation in either the Standard Program or the CAR Program if the property was purchased on or after November 25, 2013.

**Date of Construction** – The property is not eligible for participation in either the Standard Program or the CAR Program if the dwelling was constructed on or after December 12, 2008.

**For CAR Program** – If holder of mortgages, liens, or encumbrances on the property will not subordinate their interest in the property to the CAR Agreement, satisfy or discharge such mortgages, liens, or encumbrances, or consent to the CAR Agreement in a document that is determined to be the legal equivalent of a subordination by the title insurance company insuring the County's interest in the CAR Agreement, then County will not pay the Owner the Car Program Benefit Payment, and the Owner will not be allowed to complete participation in the CAR Program. The Owner may transfer to the Standard Program and after executing a Standard Program

Participation Agreement begin the marketing process of their property at such time their entry would not impact other properties currently on the market through the Standard Program. The timing of the entry into the Standard Program is in BCAD's sole discretion.

**Subsequent Owners Not Eligible** – Once a CAR Agreement for either the Standard Program or CAR Program is recorded against a property, subsequent owners of that property are not eligible to participate in the RSI Program, the CAR Program, or the Standard Program.

## **4.0 Appraisal Process – Establishing FMV**

### **4.1 Appraisers**

The County shall obtain an appraisal of the FMV of the participating property by an approved certified appraiser. The Owner, at their option and expense, may also obtain an appraisal of the FMV of the property by a certified appraiser. Each certified appraiser must meet all FAA certification standards.

The County selected appraiser will be selected through the County's Real Property Section. All appraisers (both County selected and any selected by an Owner) must meet the following conditions:

1. The appraiser must be Florida State Certified in either general or residential appraisals.
2. The appraiser shall not have any personal interest, direct or indirect, present or prospective, in any property included in the Standard Program or CAR Program.
3. *Uniform Standards* – All appraisals must be prepared and performed in accordance with: 42 USC Ch. 61, Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs; 49 CFR Part 24, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs"; the Uniform Standards of Professional Appraisal Practice ("USPAP"); 49 USC 47504(f), "Determination of Fair Market Value of Residential Properties"; and all other applicable state, local and FAA standards. All appraisals shall conform to FAA Order 5100.37B, FAA Advisory Circular 150/5100-17, FAA Order 5100.38C, Airport Improvement Handbook, Section 811, the Uniform Standards of Professional Appraisal Practice; the Uniform Appraisal Standards for Federal Land Acquisitions and FAA appraisal guidelines, and must conform to other appropriate state and federal regulations.
4. The appraisal reports will be submitted on the Uniform Residential Appraisal Report Form.
5. Each appraiser under the Standard Program and CAR Program will ensure that the project effects, if any, on property value are disregarded in the appraisal pursuant to the above guidelines. The appraiser must appraise the homes reflecting pre-project conditions, i.e. the 60 DNL contour and not crediting any sound insulation improvements in establishing the FMV. Generally, the property will be appraised "as is", with comparable sales selected of homes not located within the mitigation areas and within a 60 DNL or lower contour.
6. The appraisers shall certify as a part of their appraisals that they have made a site visit to each of the comparable properties that are used in their appraisals.

### **4.2 Appraisal Assignment**

Upon the Owner's signing the Description of Standard Sales Assistance Program or the Description of Conveyance and Release Program, the Standard Program/CAR Program Specialist shall notify BCAD in writing of the need for an appraisal. Notifications shall indicate the property Owner's map/parcel number, address, phone number, and location of the appraisal assignment, including tax and title information. The County will obtain one (1) independent appraisal for each eligible property. Appraisers will coordinate with BCAD and the PMO to contact the Owner to set an appointment for interviews and site visits. Upon the Standard Program or CAR Program Specialist's receipt of the completed appraisal, it will be transmitted to one of

County's Review Appraisers. Any appraisal independently obtained by an Owner will also be transmitted to the County's Review Appraiser.

After the appraisal is reviewed by the Review Appraiser, the Review Appraiser will prepare a written document to accompany the appraisals, which is known as the Review Appraiser's Statement ("RAS"). The RAS will provide a final and complete review of the appraisal(s). The RAS will set the FMV of the property.

#### **4.3 Selection of Review Appraiser**

The County will provide a list of certified appraisers to the City of Dania Beach ("City"). The City shall select four appraisers from the list as the pool of potential Review Appraisers. The County shall select a Review Appraiser for each property from the four appraisers.

#### **4.4 Review Appraiser and Review Appraiser Statement**

Each completed appraisal will be reviewed by the Review Appraiser. The Review Appraiser will be responsible for determining the FMV of the subject properties and verifying the sales data utilized in the analysis. In general, this will entail the following:

1. The reports must contain sufficient documentation to defend the value conclusion contained in the RAS. All relevant market information will be analyzed and evaluated in order to reach a sound and well-supported value conclusion.
2. The Review Appraiser should perform a field inspection of the property appraised and review the comparable sales considered by the appraiser(s) in arriving at the FMV of the property before recommending acceptance of an appraisal. If a field inspection is not made, the RAS shall state the reason as to why a field inspection was not made.
3. Uniform Standards – All appraisals must be prepared and performed in accordance with: 42 USC Ch. 61, Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs; 49 CFR Part 24, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs"; the Uniform Standards of Professional Appraisal Practice ("USPAP"); 49 USC 47504(f), "Determination of Fair Market Value of Residential Properties"; and all other applicable state, local and FAA standards. All appraisals shall conform to FAA Order 5100.37B, FAA Advisory Circular 150/5100-17, FAA Order 5100.38C, Airport Improvement Handbook, Section 811, the Uniform Standards of Professional Appraisal Practice; the Uniform Appraisal Standards for Federal Land Acquisitions and FAA appraisal guidelines, and must conform to other appropriate state and federal regulations.
4. The Review Appraiser will ensure that the project effects, if any, on property value are disregarded in the appraisal pursuant to the above guidelines. The Review Appraiser must appraise the homes reflecting pre-project conditions, i.e. the 60 DNL contour and not crediting any sound insulation improvements in establishing the FMV. Generally, the property will be appraised "as is", with comparable sales selected of homes not located within the mitigation areas and within a 60 DNL contour.
5. The appraisal reports will be submitted on the Uniform Residential Appraisal Report Form.
6. The Review Appraiser shall respond to all questions raised or noted by the Standard Program Specialist or CAR Program Specialist.

The Review Appraiser will generate a written document to accompany the appraisal(s) called the Review Appraiser's Statement ("RAS"). The Review Appraiser may also review and consider any additional certified appraiser's appraisal report obtained by the Owner. The RAS will provide a full and complete review of the appraisal(s) and specify the FMV for purposes of the Standard Program and CAR Program.

The RAS must be prepared and performed in accordance with: 42 USC Ch. 61, "Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs"; 49 CFR Part 24, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs"; the Uniform Standards of Professional Appraisal Practice ("USPAP"); 49 USC 47504(f), "Determination of Fair Market Value of Residential Properties"; and all other applicable state, local, and FAA standards.

Additional standards for review criteria as provided in 49 CFR Part 24, Subsection 24.104, and FAA Order 5100.37B, FAA Order 5100.38C Section 811, and 5100-17 are outlined below:

- a. The qualified and designated Review Appraiser shall examine all appraisals to assure that they meet applicable appraisal requirements and shall, prior to acceptance, seek necessary corrections or revisions.
- b. If the Review Appraiser is unable to approve or recommend approval of an appraisal as an adequate basis for the establishment of FMV, the Review Appraiser may ask for revisions to the appraisal. If the revised appraisal is not sufficient, then that appraisal must be rejected in writing by the Review Appraiser. When an appraisal is rejected and the Review Appraiser has determined that it is not practical to obtain an additional appraisal, the Review Appraiser may (with BCAD's approval) develop appraisal documentation to support an approved or recommended value for the property. The appraisal must meet USPAP standards.
- c. The Review Appraiser's certification of the recommended or approved value of the property shall be set forth in a signed statement that identifies the appraisal report(s) reviewed and explains the basis for recommendation or for approval.

The estimate of value established by the Review Appraiser in the RAS shall establish the FMV for the property. The County-obtained appraisal(s) and the RAS will be shown to the Owner for informational purposes.

The County's Noise Mitigation Plan administrator and the City's designee may mutually agree to modify the method for obtaining and preparing appraisals so long as the modifications are in accordance with federal requirements.

Time limitations stated in this Policies and Procedures Manual may be extended for good cause, as determined in the sole discretion of BCAD.

## **4.5 Fees**

Payment of all appraisal fees (except fees of any appraiser retained by an Owner) shall be paid by the County and are dependent upon the following:

- Acceptance and approval of the appraisal by the Review Appraiser.
- The completion of the RAS establishing the FMV by the Review Appraiser.

## **5.0 Reports**

The County may obtain title insurance commitments and/or title reports, and tax, assessment, and lien searches (all of the preceding are collectively referred to as the "Reports") on all participating properties. The Reports will be obtained after the Description of Standard Sales Assistance Program or the Description of Conveyance and Release Program is signed by the Owner. The Reports will identify ownership interests, and all recorded instruments, including without limitation, any liens, encumbrances, easements, and assessments on the property, and all other outstanding property interests. The Standard Program or CAR Program Specialist will review with the Owner any title issues that may impact the Owner's ability to complete the Standard Program or CAR Program and identify any mortgages, liens, or encumbrances that will need to be satisfied, discharged, terminated, subordinated, or consented to by the holder of any such mortgage, lien, or encumbrance. The Owner has an affirmative duty to make the County aware of any issues affecting title that did not show up in the Reports or any liens that are placed on the property after the Reports are completed. The County, in its discretion, may update the Reports from time to time and require additional subordinations, discharges, or terminations from new lienholders.

## **6.0 Standard Sales Assistance Program ("Standard Program")**

### **6.1 Description of Standard Sales Assistance Program**

The PMO will meet with eligible Owners who wish to participate in the Standard Program on a prioritized basis (as established by the PMO) for an initial interview. At this meeting, all program participation agreements and forms will be reviewed with the Owner, including providing the Owner with an explanation of the difference between the CAR Program and the Standard Program.

The PMO will notify the Owner that Owner has the option, at his or her own expense, of obtaining an additional appraisal of the FMV of the property by a certified appraiser. Each certified appraiser must meet all FAA certification standards. If the Owner opts to obtain an additional appraisal, then upon its completion and receipt by the Standard Program Specialist, it will be forwarded to the Review Appraiser to be considered along with the Standard Program appraisal obtained by the County.

A Description of Standard Sales Assistance Program must be signed by the property Owner to begin the title work and the appraisal process. The PMO will be responsible for obtaining the executed Description of Standard Sales Assistance Program. The Owner will be allowed fifteen (15) calendar days after the initial interview to sign the Description of Standard Sales Assistance Program. This time may be extended in BCAD's sole discretion after recommendation from the PMO.

Upon completion of the Standard Program appraisal and the Reports and review process, the PMO will meet with the Owner to review the FMV established by the Review Appraiser in the RAS and answer questions the Owner may have in order to proceed. The Reports will also be reviewed with the Owner to identify what title issues, if any, need to be resolved and what lienholders will need to be approached to subordinate their interests to the CAR Agreement. An Owner who wants to obtain a second appraisal at Owner's expense has ten (10) calendar days following receipt of the appraisal obtained by the County to decide to obtain a second appraisal. The Owner's appraisal must be done in compliance with all Standard Program policies and be reviewed by the Review Appraiser selected by the County. The Owner's appraisal must be completed within forty (40) calendar days of Owner's receipt of County's appraisal. Each Owner that desires to continue in the Standard Program must sign a Standard Program Participation Agreement and any other required program documents before beginning the marketing process. The Owner shall be allowed ten (10) calendar days to sign the CAR Program Participation Agreement and a Request for Taxpayer Identification Number Acknowledgment after meeting with the PMO to discuss the results of the RAS. If the Owner fails to timely sign the Standard Program Participation Agreement and a Request for Taxpayer Identification Number Acknowledgment or make arrangements to obtain a second appraisal within such ten (10) calendar day period, then Owner will be terminated from the Standard Program. The marketing of the property should begin within ten (10) calendar days following the execution of the Standard Program Participation Agreement. The PMO will coordinate and communicate between Owner and BCAD during the process.

## **6.2 Standard Program Participation Agreement**

**Fair Market Value** – The PMO and Owner shall utilize the FMV established in the RAS as the FMV for the property. The County obtained appraisal and the RAS will be shown to the Owner for informational purposes.

The Standard Program Participation Agreement sets forth the conditions of the Owner's participation in the Standard Program and obligations between County and the Owner, including the timing of the marketing period(s), as well as the requirement for a CAR Agreement (to be recorded prior to transferring property title to the purchaser) and listing of the property by a realtor member of the Residential Multiple Listing Service of the Broward County Board of Realtors. The Standard Program Specialist shall review these items with the Owner prior to the Owner's execution of the Standard Program Participation Agreement.

If the Owner chooses not to sign the Standard Program Participation Agreement and a Request for Taxpayer Identification Number Acknowledgment within fifteen (15) calendar days from the date Owner was informed of the FMV of the property as determined by the RAS, the Owner will be terminated from the Standard Program. The Standard Program Specialist shall prepare a letter confirming the Owner's termination from the Standard Program.

All costs of the Reports, appraisal, and appraisal review obtained by the County shall be borne by the County. If the Owner obtained their own appraisal to supply to the Review Appraiser, the Owner is responsible for the associated appraisal fee.

## **6.3 Standard Program Marketing Process**

The PMO will coordinate with the property Owner and their realtor to execute an Addendum to Listing Agreement and a Standard Program Conditions Addendum to Purchase and Sale Contract (which are provided to the Owner by the PMO) and to begin the marketing period. The PMO will coordinate and communicate between the property Owner, their realtor, and BCAD during the time the property is listed for sale. This coordination will include monitoring the marketing progress of the parcel to confirm that it is being actively marketed.

**Listing The Property** – The Owner shall have ten (10) calendar days from signing the Participation Agreement to enter into an exclusive listing agreement ("Listing Agreement") between Owner and a Realtor who is certified by the Broward County Board of Realtors, which provides for the sale of the Property for Owner. Realtor must also be a realtor member of the Broward County Residential Multiple Listing Service (MLS). The initial listing period shall not exceed one hundred eighty (180) calendar days from the last date of execution of the Standard Program Participation Agreement by Owner and County. At the end of the initial listing period, the Owner may opt to stay with the same Realtor or change Realtors for an additional one hundred and eighty (180) day period. Such listing shall be included in the Residential Multiple Listing Service ("MLS") of the Broward County Board of Realtors. The PMO will verify within ten (10) calendar days of receipt of an approved listing agreement that the listing has been applied for or is included in the latest MLS system. The listing in the MLS system should include notification to all realtors that the property is participating in the Standard Program, the property will be sold subject to the CAR Agreement, and that the Participation Agreement must be attached to all offers

that are made for the property. If a purchase agreement has not been signed by the end of the three hundred and sixty (360) calendar day period, the County shall have the option to terminate the Participation Agreement, and notification of termination from the Standard Program will be sent to the property Owner by the Standard Program Specialist. All terms as outlined above and below will pertain to the entire marketing period of the property.

***Addendum to Listing Agreement and Standard Program Conditions Acknowledgement –***

The realtor must sign an Addendum to Listing Agreement with the Owner to market the property on an active basis and to list the home with the Residential MLS at the approved list price assigned by the Standard Program Specialist. In order to verify the list price and any other conditions of sale, the Standard Program Specialist must review and verify the listing agreement between the Owner and the realtor prior to Owner's signature. A Standard Program Conditions Acknowledgment form must be signed by Owner, Purchaser, and each parties realtor at the time an offer is made and accepted on the property.

***6.4 Standard Program Offer Process and Differential Payment Determination – Recommendation Form***

***Offers*** – Within the marketing period, any written offers received for the purchase of the property must be personally delivered to the Standard Program Specialist within one (1) business day of receipt by Owner, Owner's agent, or Owner's or Purchaser's Realtor. The Standard Program Specialist will review any such offers, confer with the Owner, and present written recommendations as to a course of action on the Standard Program Management Office Recommendation form. The PMO and BCAD will consider a variety of factors with respect to written offers, including but not limited to:

1. Amount of the offer
2. Terms of the offer
3. Condition of the property
4. Appearance of the property
5. Age of improvements
6. Length of time on the market
7. Number of offers received, if any
8. Range of offers received, if any
9. Available financing alternatives
10. Current market conditions
11. Allowances to facilitate the sale and keep the sale price at its highest level
12. Payment of real estate commission of not more than 6% or less of the actual sale price

***CAR Agreement to be Recorded Under Standard Program*** - The CAR Agreement, the Standard Program Participation Agreement, and the Standard Program Conditions Acknowledgement will be attached as an exhibit to the purchase agreement for review and acceptance by the buyer of the property. The purchase agreement must reference the CAR Agreement, state that the property is being sold subject to the CAR Agreement being recorded against the property at closing, and state that the CAR Agreement, which will be in the County's standard form, is non-negotiable, and state that the CAR Agreement must be recorded prior to all

liens and mortgages against the property. The purchase agreement shall contain a condition that the closing will not occur unless the recorded CAR Agreement will be prior to and has legal priority over all mortgages, liens, and encumbrances against the property. The Owner shall provide the PMO with a fully executed copy of the purchase agreement, which must include all exhibits to the agreement, and the County shall not proceed with the Standard Program for the Owner, unless the purchase agreement contains the forgoing required conditions and provisions. At the time of closing, the CAR Agreement shall be executed by the County and the Owner and placed of record prior to recording the deed of conveyance to the buyer of the property. The CAR Agreement must be superior to and have legal priority over all liens, mortgages, and security instruments affecting the property, including any purchase money mortgage. If necessary, appropriate subordinations, satisfactions, discharges, consents, and such other documents as previously set forth in this Manual, must be obtained for all encumbrances on the property. In the CAR Agreement, the Owner will acknowledge payment of the payment as consideration for executing the CAR Agreement. The County will pay the documentary stamp tax, if any, related to recording of the CAR Agreement.

***Maintaining The Property*** – During the marketing period, the Owner shall agree to maintain the property and improvements in good condition, repair, and working order. The Owner must agree to make the property available for showing at all reasonable times, including open houses scheduled by the realtor. In addition, the Owner must agree to maintain all utilities (including payment thereof) until the property is sold and vacated.

## ***6.5 Standard Program - Property Closing***

In cases where an offer is acceptable to the Owner and BCAD and is below the FMV (including concessions), the Owner shall receive from the County the Differential Payment amount. If the property sells for FMV or greater, the County will reimburse Owner's actual realtor's commission paid by Owner not to exceed 6% of the purchase price paid for the property, but deducted from such reimbursement payment to Owner shall be all amounts paid by County to ensure that the CAR Agreement is superior to and has legal priority over all mortgages, liens, and encumbrances on the property; Owner will not receive any other payment from County. The CAR Agreement must be recorded prior to and have legal priority over the deed of conveyance and must be prior to and have legal priority over all mortgages, liens, and encumbrances on the property. All other closing and costs associated with the closing and transfer of title shall be the responsibility of the buyer and Owner. If the PMO and BCAD find an offer to be acceptable, the closing must occur within ninety (90) calendar days of the date the Owner and buyer sign a purchase and sale contract, and the purchase and sale contract must contain this condition. The County shall have the option to terminate the property from the Standard Program if the closing does not occur within ninety (90) calendar days of Owner and buyer signing a purchase and sale contract. The PMO will request that BCAD make available funding for the Differential Payment amount so it will be available for the closing. The County will be providing funding for the Differential Payment and any necessary closing documents for the closing. Any extension to the closing date must be approved by the PMO and BCAD. After the closing, the County will provide copies of the closing documents to the PMO for the program file.

## ***6.6 Termination from Standard Program***

The Owner and the property may be terminated at any time from the Standard Program upon the recommendation of the PMO and approval of BCAD. Reasons for termination from the Standard Program include, but are not limited to, Owner not agreeing with the FMV established by the RAS, the property not selling after three hundred sixty five (365) calendar days of marketing of the property, the Owner not cooperating with the marketing of the property or with efforts to obtain subordinations, satisfactions, discharges, consents, and such other documents as previously set forth in this Manual, title issues on the property are not conducive to a sale of, or closing on, the property, or that the CAR Agreement will not be superior to and have legal priority over all mortgages, liens, and encumbrances on the property, failure of the sale of the property to close within ninety (90) calendar days following the date of execution of the purchase and sale contract, refusal of the Owner to execute the CAR Agreement on or before the closing, inability to obtain subordinations, satisfactions, discharges, consents, and such other documents as previously set forth in this Manual, to ensure the CAR Agreement is superior to and has legal priority over all mortgages, liens, and encumbrances, or any other appropriate reason, as determined in the sole and absolute discretion of BCAD. If an Owner is terminated from the Standard Program due to the property not timely selling or Owner not agreeing with the RAS, then such Owner may transfer to the CAR Program. The timing of Owner's entry into the CAR Program is in BCAD's sole discretion after recommendation for such transfer by the PMO.

## ***6.7 Transfer of Standard Program Records***

The PMO will maintain all Standard Program records and enter the records, agreements, and information into BCAD's SharePoint System. All documents in original hardcopy will be transferred to BCAD at the end of the Standard Program and also at such earlier times (as may be requested by BCAD).

## **7.0 Conveyance and Release Program ("CAR Program")**

### ***7.1 Description of Conveyance and Release Program***

The PMO will meet with eligible Owners who wish to participate in the CAR Program on a prioritized basis (as established by the PMO) for an initial interview. At this meeting, all program participation agreements and forms will be reviewed with the Owner, including providing the Owner with an explanation of the difference between the CAR Program and the Standard Program.

The CAR Program Specialist will notify the Owner that Owner has the option, at his or her own expense, of obtaining an additional appraisal of the FMV of the property by a certified appraiser. Each certified appraiser must meet all FAA certification standards. If the Owner opts to obtain an additional appraisal, then upon its completion and receipt by the CAR Program Specialist, it will be forwarded to the Review Appraiser to be considered along with the CAR Program appraisal obtained by the County.

A Description of Conveyance and Release Program must be signed by the property Owner to begin the title work and the appraisal process. The CAR Program Specialist will be responsible for obtaining the executed Description of Conveyance and Release Program. The Owner will be allowed fifteen (15) calendar days after the initial interview to sign the Description of Conveyance and Release Program. This time may be extended in BCAD's sole discretion after recommendation from the PMO.

Upon completion of the CAR Program appraisal and the Reports and review process, the PMO will meet with the Owner to review the FMV established by the Review Appraiser in the RAS and answer questions the Owner may have in order to proceed. The Reports will also be reviewed with the Owner to identify what title issues, if any, need to be resolved and what lienholders will need to be approached to subordinate their interests to the CAR Agreement or consent to the CAR Agreement. An Owner who wants to obtain a second appraisal at Owner's expense has ten (10) calendar days following receipt of the appraisal obtained by the County to decide to obtain a second appraisal. The Owner's appraisal must be done in compliance with all CAR Program policies and be reviewed by the Review Appraiser selected by County. The Owner's appraisal must be completed within forty (40) calendar days of Owner's receipt of County's appraisal. Each Owner that desires to continue in the CAR Program must sign a CAR Program Participation Agreement and any other required program documents before beginning the marketing process. The Owner shall be allowed ten (10) calendar days to sign the CAR Program Participation Agreement and a Request for Taxpayer Identification Number Acknowledgment after meeting with the PMO to discuss the results of the RAS. If the Owner fails to timely sign the CAR Program Participation Agreement and a Request for Taxpayer Identification Number Acknowledgment or make arrangements to obtain a second appraisal within such ten (10) calendar day period, then Owner will be terminated from the CAR Program. The PMO will coordinate and communicate between Owner and BCAD during the process of obtaining subordinations or consents.

**7.2 CAR Program Participation Agreement**

**Fair Market Value** – The PMO and Owner shall utilize the FMV established in the RAS as the FMV for the property. The County obtained appraisal and the RAS will be shown to the Owner for informational purposes.

The CAR Program Participation Agreement sets forth the conditions of the Owner's participation in the CAR Program and obligations between County and the Owner. The obligations include the payment of a percentage of the FMV to be paid to Owner in exchange for the execution of a CAR Agreement if all lienholders subordinate their interest, or consent, to the CAR Agreement and all other conditions of the CAR Program Participation Agreement are satisfied. If the Owner chooses not to sign the CAR Program Participation Agreement within fifteen (15) calendar days from the date they were informed of the FMV of the property, as determined by the RAS, the Owner will be terminated from the CAR Program. The CAR Program Specialist shall prepare a letter confirming the Owner's termination from the CAR Program.

All costs of Reports, appraisal, and appraisal review obtained by the County shall be borne by the County. If the Owner obtained their own appraisal to supply to the Review Appraiser, the Owner is responsible for the associated appraisal fee.

**CAR Program Benefit Payment** – There are two situations with varying payments under the CAR Program.

1) If the Owner's property participated in the RSI Program, the Owner will be eligible for a one-time CAR Program Benefit Payment from County of 14.4% of the FMV of the property, as established in the RAS, in exchange for executing and recording the CAR Agreement and after obtaining any required subordinations, satisfactions, discharges, consents, and such other documents as previously set forth in this Manual, and resolution of any title issues with regard to the property.

OR

2) If the Owner's property interior noise level for habitable areas is below 45 dB, the property is not eligible to participate in the RSI Program. However, the Owner is eligible for a one-time CAR Program Benefit Payment of 21.9% of the FMV of the property as established in the RAS, in exchange for executing and recording the CAR Agreement and after obtaining any required subordinations, satisfactions, discharges, consents, and such other documents as previously set forth in this Manual, and resolution of any title issues with regard to the property.

In either options 1 or 2 above, there shall be deducted from the Car Program Benefit Payment all amounts that are required to be paid to clear title and obtain and record in the Public Records, subordinations, releases, or terminations of all existing encumbrances as specified in the CAR Program Participation Agreement. County shall pay from its own funds the following costs related to the closing: recording fees for recording the CAR Agreement, subordinations, satisfactions, discharges, consents, the cost of the premium for title insurance, documentary stamp tax, if any is due, and incidental closing costs, as determined in County's sole discretion, necessary to finalize the closing.

The County will not pay any CAR Program Benefit Payment until the PMO and BCAD are satisfied that the CAR Agreement is superior to and has legal priority over all mortgages, liens, and encumbrances encumbering the property.

**Title/Subordination and Consent Process** – The PMO will notify the Owner of any and all liens that need to be subordinated to the CAR Agreement, or if any consent must be obtained from the holder of such liens to the CAR Agreement, and discuss with the Owner the next steps to obtain the required documents to ensure the CAR Agreement is superior to and has legal priority over all mortgages, liens, and encumbrances encumbering the property. Obtaining subordinations, satisfactions, discharges, consents, and such other documents as previously set forth in this Manual from lienholders is the responsibility of the Owner, and closing shall not occur unless the CAR Agreement is superior to and has legal priority over all mortgages, liens, and encumbrances encumbering the property. The PMO will be available to assist the Owner throughout the process and will establish reasonable deadlines for responses from lienholders. This includes discussions and correspondence with lienholders to facilitate the subordination and/or consent of lienholder process. In general, progress will be monitored in thirty (30) calendar day increments. It is anticipated that some subordinations, satisfactions, discharges, consents, and such other documents as previously set forth in this Manual, may take several months to obtain.

**Acknowledgement** – Owner has an affirmative duty to make the CAR Program Specialist aware of any issues affecting title that are not disclosed in the Report or any new liens that are placed on the property after the CAR Program Report is completed. BCAD, in its discretion, may update the Report from time to time and require additional subordinations, satisfactions, discharges, consents, and such other documents as previously set forth in this Manual from new lienholders, or such other documents, to ensure the CAR Agreement is superior to and has legal priority over all mortgages, liens, and encumbrances encumbering the property.

**Mortgage Lender Processing Fee or Review Fee Payments** – Some mortgage lenders may require a processing fee or payment to review and/or provide subordinations, satisfactions, discharges, consents, such other documents as previously set forth in this Manual, or other documents required by such mortgage lenders. A processing fee not to exceed \$500.00 may be paid by the County to a lienholder for the lienholder to review and/or process the necessary paperwork. The PMO will make a request to BCAD for the processing fees. The funds may not be used to pay off liens on the property.

**Homes Currently on the Market** – An Owner of a property that is eligible for the CAR Program and that is not participating in the Standard Program, but whose property is currently on the market at the time the Owner is invited to participate in the CAR Program, may still participate in the CAR Program. However, Owner may only participate in the CAR Program if any contract accepted for the sale of the property by Owner contains a condition that the sale is subject to the CAR Agreement being recorded in the Public Records against the property prior to the deed of conveyance, and provides that the CAR Agreement is superior to and has legal priority over all mortgages, liens, and encumbrances encumbering the property.

**Closing on CAR Agreement** – When all title conditions and subordinations, satisfactions, discharges, consents, and such other documents as previously set forth in this Manual have been properly executed or will be executed and delivered at closing ensuring that the CAR Agreement

is superior to and has legal priority over all mortgages, liens, and encumbrances encumbering the property, the PMO will process the program file to BCAD and designated County offices for their review so the CAR Agreement closing can be scheduled. The County will be conducting the closing and will deliver copies of the closing documents to the PMO after the closing is completed.

### ***7.3 Termination from CAR Program***

The Owner and the property may be terminated at any time from the CAR Program upon the recommendation of the PMO and approval of BCAD. Reasons for termination from the CAR Program include, but are not limited to, Owner not agreeing with the FMV established by the RAS, the Owner not cooperating with efforts to obtain subordinations, satisfactions, discharges, consents, and such other documents as previously set forth in this Manual, title issues prohibit the CAR Agreement from being superior to and having legal priority over all mortgages, liens, and encumbrances on the property, refusal of the Owner to execute the CAR Agreement on or before the closing, inability to obtain subordinations, satisfactions, discharges, consents, and such other documents as previously set forth in this Manual, of liens and encumbrances to ensure the CAR Agreement is superior to and has legal priority over all mortgages, liens, and encumbrances, or any other appropriate reason, as determined in the sole and absolute discretion of BCAD. If an Owner is terminated from the CAR Program due to Owner not agreeing with the RAS, then such Owner may transfer to the Standard Program. The timing of Owner's entry into the CAR Program is in BCAD's sole discretion after recommendation for such transfer by the PMO.

### ***7.4 Transfer of CAR Program Records***

The PMO will maintain all CAR Program records and enter the records, agreements, and information into BCAD's SharePoint System. All documents in original hardcopy will be transferred to BCAD at the end of the CAR Program and also at such earlier times (as may be requested by BCAD).

## **8 Exhibits**

- A) BROWARD COUNTY CONVEYANCE AND RELEASE AGREEMENT**
- B) SUBORDINATIONS AND CONSENTS**
  - i. Subordination for Mortgages not held by Mortgage Electronic Registration Systems, Inc.**
  - ii. Subordination for Mortgages held by Mortgage Electronic Registration Systems, Inc.**
  - iii. Consent of Mortgagee for Mortgages not held by Mortgage Electronic Registration Systems, Inc.**
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- C) TITLE, POSSESSION AND LIEN AFFIDAVIT**
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- J) PROGRAM MANAGEMENT OFFICE RECOMMENDATION**
- K) DESCRIPTION OF CONVEYANCE AND RELEASE PROGRAM**
- L) CONVEYANCE AND RELEASE PROGRAM PARTICIPATION AGREEMENT**

Prepared by and return to:

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

Tax Folio Number:

\_\_\_\_\_

**BROWARD COUNTY  
CONVEYANCE AND RELEASE AGREEMENT**

This CONVEYANCE AND RELEASE AGREEMENT ("Agreement") is executed this \_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ ("Property Owner"), with a mailing address of \_\_\_\_\_, in favor of BROWARD COUNTY, a political subdivision of the State of Florida, with a mailing address of 115 South Andrews Avenue, Suite 409, Fort Lauderdale, Florida 33301 ("County").

WITNESSETH:

WHEREAS, County is the owner and operator of the Fort Lauderdale-Hollywood International Airport located in Broward County, Florida (the "Airport"); and

WHEREAS, Property Owner is the owner of certain property located in Broward County, Florida, as described on **Exhibit "A,"** attached hereto and made a part hereof (the "Property"); and

WHEREAS, Property Owner desires to participate in County's Voluntary Sales Assistance Program (the "Sales Assistance Program"), a Federal Aviation Administration approved noise mitigation program, which consists of the Standard Sales Assistance Program and the Conveyance and Release Program; and

WHEREAS, under County's Sales Assistance Program, eligible residential property owners whose property lies within certain defined Airport noise impacted areas may receive a payment from County in return for execution of a Conveyance and Release Agreement ("Conveyance and Release Agreement") by Property Owner; and

WHEREAS, Property Owner has elected to participate in County's Sales Assistance Program.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The foregoing recitals are true and correct and are hereby incorporated herein and made a part of this Agreement by this reference.

2. In consideration of Property Owner's receipt from County of a payment of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) (the "County Payment"), Property Owner does hereby grant and convey to County, to have and to hold same, for its use and benefit as owner and operator of the Airport, the property interests and rights included in this Agreement, for the uses hereinafter described, together with all tenements, hereditaments, privileges, rights of reverter, servitudes, and all other rights appurtenant to the property interests and rights in the Property that are hereby granted by Property Owner to County. This Agreement shall be recorded against the Property. This Agreement shall run with the Property for the benefit of County, its commissioners, officers, agents, servants, employees, lessees, successors, and assigns, and all persons and entities claiming through or under any of the foregoing (all of whom and which being hereinafter collectively referred to as "County"), until said Airport shall cease to be used for airport purposes.

3. Property Owner, for and in consideration of receipt of the County Payment, hereby grants, covenants, and agrees as an appurtenance to the Property, as follows:

(a) County shall have a continuing and perpetual public right of free, unrestricted, and unobstructed flight, passage, operation, and navigation by aircraft of any and all kinds, construction, size, and character existing now or in the future over and above the Property, together with the right to commit such intrusions upon and against the airspace and upon and against the Property as are appurtenant to the flight of aircraft over, through, and above the Property and the taking off and landing of aircraft at the Airport. Property Owner agrees that Property Owner, its heirs, personal representatives, successors, agents, assigns, and all persons and entities acquiring title to, or use of, any interest in the Property, or any portion of said Property, including without limitation, tenants, cohabitants, guests, and invitees, and all persons and entities claiming through or under any of the foregoing (all of whom and which being hereinafter collectively referred to as "Property Owner") shall have no right to, and hereby waive and release all right to receive, any damages from County on account of noise, vibrations, aircraft lights, fumes, dust or other particulate matter, fuel particles, fear, interference with sleep, enjoyment, and communication, and any and all other effects that may be alleged to be incident to or resulting from any aircraft flying over or through the Property, or from the operation of aircraft landing or taking off or operating lawfully from the Airport. Property Owner does hereby waive and release County of and from any

and all claims, demands, debts, liabilities, and causes of action of every kind or nature which Property Owner now has, has ever had, or may have in the future including, but not limited to, damages to the Property or persons or property thereon, due to any of the effects, activities, and incidents described above. Property Owner hereby agrees that aircraft of any and all kinds now, or in the future using the Airport, shall have a continuing public right of free, unrestricted, and unobstructed flight over, through, and across the airspace over the Property together with the right to cause such effects upon the Property as may normally result from the over flight of aircraft and the taking off and landing of aircraft at the Airport, or resulting from any use of the Airport whatsoever that is consistent with the maximum theoretical use of the existing runways at the Airport, including the maximum theoretical use of the expanded 10R/28L runway.

(b) Property Owner further agrees that Property Owner shall not allow any intrusion into, or encroachment upon, or any obstruction into the airspace above, the Property that exceeds sixty (60) feet in elevation above the ground surface of the Property. Property Owner agrees that no buildings, structures, improvements, or vegetation exceeding sixty (60) feet in elevation shall be permitted to be located, constructed, or remain on the Property, now or in the future.

(c) Property Owner agrees that County shall have the right to prevent the erection or growth upon the Property of any building or other structure, tree, or other vegetation, or any other object, whether natural or man-made, that might now or in the future extend into the airspace over the Property that is above sixty (60) feet in elevation from the ground surface of the Property. County may remove from said airspace, or at the sole option of County, as an alternative, mark and light as an obstruction to air navigation, any such building, structure, tree, vegetation, or other object now upon, or which in the future may be upon, the Property. Property Owner agrees that County shall have the right to enter upon the Property to trim any trees and any other vegetation which exceed the above elevation, or to remove, mark, or light as an obstruction any such building, structure, tree, vegetation, or other such object, all at County's sole expense. Any such entry by County shall be at reasonable hours and with reasonable notice to Property Owner, and County shall remove any limbs, wood, or other debris generated by its entry so as not to interfere with Property Owner's continuing use of the Property.

(d) Nothing in this Agreement waives any of Property Owner's rights for redress from any intentional tort, willful misconduct, unlawful activity, or gross negligence. This provision does not create a waiver of sovereign immunity different than as provided by law.

4. As used in this Agreement, the term "aircraft" shall mean any and all types of aircraft, whether now in existence or hereafter manufactured and developed, to include, but not be limited to, jet aircraft, propeller driven aircraft, civil aircraft, military aircraft, commercial aircraft, helicopters, and all types of aircraft or vehicles now in existence or

hereafter developed, for the purpose of transporting persons or property through the air, by whomever owned or operated.

5. It is agreed by and between Property Owner and County that the covenants, rights, privileges, and provisions of this Agreement shall run with the land, and that, for the purposes of this instrument, the Property and all portions thereof shall be the servient estate and the Airport shall be the dominant estate. No waiver, modification, amendment, or termination of this instrument shall be effective unless contained in a written document, in recordable form, executed by Property Owner and approved by the Broward County Board of County Commissioners (hereinafter referred to as the "Board"). If any covenant, condition, or provision contained in this Agreement is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenant, condition, or provision herein contained. This document shall be construed in accordance with the laws of the State of Florida, and venue shall be Broward County, Florida. The remedies of injunction and specific enforcement shall be available to the parties to enforce this Agreement, as well as all other remedies that may be available at law and in equity.

6. Property Owner represents to County that Property Owner is the owner in fee simple of the Property described above and that Property Owner has a legal and valid right to execute this Agreement.

7. This Agreement shall become effective upon recordation in the Public Records of Broward County, Florida. The term of this Agreement shall commence upon recordation hereof and shall terminate on the date upon which the Airport ceases to be used for airport purposes.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

**BROWARD COUNTY  
CONVEYANCE AND RELEASE AGREEMENT**

IN WITNESS WHEREOF, the parties have made and executed this Conveyance and Release Agreement on the respective dates under each signature: PROPERTY OWNER, duly authorized to execute same, and BROWARD COUNTY, through its Director of Aviation or the Director's authorized designee, authorized to execute same by Board action on the \_\_\_ date of \_\_\_\_\_, 20\_\_.

PROPERTY OWNER

Signed, sealed and delivered  
in the presence of:

Property Owner

\_\_\_\_\_  
Witness Signature

By: \_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Witness Signature

Dated: \_\_\_\_\_

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

\_\_\_\_\_  
Witness Signature

By: \_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Witness Signature

Dated: \_\_\_\_\_

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

**BROWARD COUNTY  
CONVEYANCE AND RELEASE AGREEMENT**

PROPERTY OWNER ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, \_\_\_\_\_ who is personally known to me or \_\_\_\_\_ who has produced \_\_\_\_\_ as identification.

Notary Public:

Signature: \_\_\_\_\_

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

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Commission Number: \_\_\_\_\_

(SEAL)

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, \_\_\_\_\_ who is personally known to me or \_\_\_\_\_ who has produced \_\_\_\_\_ as identification.

Notary Public:

Signature: \_\_\_\_\_

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

State of \_\_\_\_\_

My Commission Expires:

Commission Number: \_\_\_\_\_

(SEAL)

**BROWARD COUNTY  
CONVEYANCE AND RELEASE AGREEMENT**

COUNTY

Signed, sealed and delivered  
in the presence of:

BROWARD COUNTY, through its  
Director of Aviation or Authorized Designee,  
Broward County Aviation Department

\_\_\_\_\_  
Witness's Signature

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

\_\_\_\_\_  
Witness's Signature

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

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

\_\_ day of \_\_\_\_\_, 20\_\_

Approved as to form by  
Joni Armstrong Coffey  
Broward County Attorney  
Aviation Office  
2200 SW 45<sup>th</sup> Street, Suite 101  
Dania Beach, Florida 33312  
Telephone: (954) 359-6100  
Telecopier: (954) 359-1292

By: \_\_\_\_\_  
Attorney's Name (Date)  
Senior Assistant County Attorney

CCL/ch  
CAR Agreement  
11/16/2015  
#15-071.10

**BROWARD COUNTY  
CONVEYANCE AND RELEASE AGREEMENT**

BROWARD COUNTY ACKNOWLEDGEMENT

STATE OF FLORIDA)

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, \_\_\_\_\_ who is personally known to me or \_\_\_\_\_ who has produced \_\_\_\_\_ as identification.

Notary Public:

Signature: \_\_\_\_\_

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

State of Florida

My Commission Expires: \_\_\_\_\_

Commission Number: \_\_\_\_\_

(SEAL)

**BROWARD COUNTY  
CONVEYANCE AND RELEASE AGREEMENT**

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

[TO BE ATTACHED]

Prepared by:

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## **SUBORDINATION**

The undersigned, \_\_\_\_\_, a \_\_\_\_\_ ("Lender"), having an address at \_\_\_\_\_, is the owner and holder of the loan documents described as follows (the "Loan Documents"):

1. Mortgage dated \_\_\_\_\_ (the "Mortgage"), made by \_\_\_\_\_ ("Owner") in favor of Lender, which Mortgage is recorded in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_, or Instrument No. \_\_\_\_\_, of the Public Records of Broward County, Florida (the "Records").
2. Promissory Note dated \_\_\_\_\_, in the principal amount of \$ \_\_\_\_\_ made by Owner in favor of Lender.
3. Such other security instruments and loan documents made by Owner in favor of Lender.

WHEREAS, the Loan Documents recorded in the Records encumber Owner's interest in certain real property located in the City of Dania Beach, Broward County, Florida, and described below ("Real Property") and certain personal property located on such Real Property (all of the preceding are collectively referred to as the "Property"):

### LEGAL DESCRIPTION OF REAL PROPERTY:

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WHEREAS, Broward County, a political subdivision of the State of Florida ("County"), is desirous of entering into an agreement with Owner to obtain an interest in the Property as described in the CAR Agreement (as hereinafter defined) provided said Property interest is prior and superior to the Loan Documents and further provided Lender will subordinate the Loan Documents to the CAR Agreement to be obtained in favor of County.

WHEREAS, it is a condition precedent to entering into the CAR Agreement with Owner that County's interest in the Property as described in the CAR Agreement be and forever remain prior and superior to the interest in the Property held by Lender.

NOW, THEREFORE, in consideration of the payments made in accordance with the terms of the CAR Agreement and other good and valuable consideration, receipt of which is acknowledged by Lender, Lender agrees as follows:

Lender, as the owner and holder of the Loan Documents, hereby consents to and subordinates the Loan Documents to that certain Conveyance and Release Agreement ("CAR Agreement") by and between Owner and County recorded simultaneously herewith. Lender agrees that all of Lender's right, title, and interest in and to the Property existing by virtue of the lien, terms and provisions of the Loan Documents, and all renewals modifications and/or extensions of the Loan Documents, and to all advances and/or payments made or to be made under the Loan Documents, shall be bound by, subject to, and subordinate to the terms and provisions of the CAR Agreement, which shall encumber the Property. All of the terms and provisions of the CAR Agreement shall survive any foreclosure, deed in lieu of foreclosure, and/or the exercise of any remedy by Lender pursuant to the terms and provisions of the Loan Documents. In the event it should become necessary for Lender to bring a foreclosure action or any other legal proceedings in accordance with the terms of the Loan Documents, Lender will not join County, or attempt to extinguish the CAR Agreement, in any such foreclosure action or legal proceedings. The provisions of this Subordination are binding upon the successors and assigns of Lender.

**[The remainder of this page is intentionally left blank.]**

IN WITNESS WHEREOF, Lender hereby executes this Subordination as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**Lender:**

WITNESSES:

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_, a  
\_\_\_\_\_

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as the \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_ who is personally known to me or \_\_\_\_\_ who has produced \_\_\_\_\_ as identification.

Notary Public:

Signature: \_\_\_\_\_

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

State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Commission Number: \_\_\_\_\_  
(SEAL)

Prepared by:

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

**SUBORDINATION**

The undersigned, Mortgage Electronic Registration Systems, Inc., a Delaware corporation ("MERS"), having an address at \_\_\_\_\_, acting solely as a nominee for \_\_\_\_\_, a \_\_\_\_\_ ("\_\_\_\_\_"), having an address at \_\_\_\_\_ (MERS and \_\_\_\_\_ are individually and collectively referred to as "Lender"), and \_\_\_\_\_ are, as more specifically set forth below, the current owners and holders of the loan documents described as follows (the "Loan Documents"):

1. Mortgage dated \_\_\_\_\_ (the "Mortgage"), made by \_\_\_\_\_ in favor of MERS, acting solely as nominee for \_\_\_\_\_, which Mortgage is recorded in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_ of the Public Records of Broward County, Florida (the "Records").
2. Promissory Note dated \_\_\_\_\_, in the principal amount of \$ \_\_\_\_\_, made by Owner in favor of \_\_\_\_\_.
3. Such other security instruments and loan documents executed by Owner in favor of \_\_\_\_\_.

WHEREAS, the Loan Documents recorded in the Records encumber Owner's interest in certain real property located in the City of Dania Beach, Broward County, Florida, and described below ("Real Property") and certain personal property located on such Real Property (all of the preceding are collectively referred to as the "Property"):

LEGAL DESCRIPTION OF REAL PROPERTY:

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

WHEREAS, Broward County, a political subdivision of the State of Florida ("County"), is desirous of entering into an agreement with Owner to obtain an interest in the Property as described in the CAR Agreement (as hereinafter defined) provided said Property interest is prior and superior to the Loan Documents and further provided Lender

will subordinate the Loan Documents described above to the CAR Agreement to be obtained in favor of County.

WHEREAS, it is a condition precedent to entering into the CAR Agreement with Owner that County's interest in the Property as described in the CAR Agreement be and forever remain prior and superior to the interest in the Property held by Lender.

NOW, THEREFORE, in consideration of the payments made in accordance with the terms of the CAR Agreement and other good and valuable consideration, receipt of which is acknowledged by Lender, Lender agrees as follows:

Lender, as the current owner and holder as more specifically set forth above of the Loan Documents, hereby consents to and subordinates the Loan Documents to that certain Conveyance and Release Agreement ("CAR Agreement") by and between Owner and Broward County recorded simultaneously herewith. Lender agrees that all of Lender's right, title, and interest in and to the Property existing by virtue of the lien, terms and provisions of the Loan Documents, and all renewals modifications and/or extensions of the Loan Documents, and to all advances and/or payments made or to be made under the Loan Documents, shall be bound by, subject to, and subordinate to the terms and provisions of the CAR Agreement, which shall encumber the Property. All of the terms and provisions of the CAR Agreement shall survive any foreclosure, deed in lieu of foreclosure, and/or the exercise of any remedy by Lender pursuant to the terms and provisions of the Loan Documents. In the event it should become necessary for Lender to bring a foreclosure action or any other legal proceedings in accordance with the terms of the Loan Documents, Lender will not join County, or attempt to extinguish the CAR Agreement, in any such foreclosure action or legal proceedings. The provisions of this Subordination are binding upon the successors and assigns of Lender.

IN WITNESS WHEREOF, Lender hereby executes this Subordination as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**[The remainder of this page is intentionally left blank.]**

WITNESSES:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name typed or printed

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name typed or printed

MERS:

**Mortgage Electronic Registration  
Systems, Inc., a Delaware  
corporation, acting solely as a  
nominee for \_\_\_\_\_**

\_\_\_\_\_, a \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**STATE OF \_\_\_\_\_)**

**COUNTY OF \_\_\_\_\_)**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_, by \_\_\_\_\_, as the \_\_\_\_\_ of Mortgage Electronic  
Registration Systems, Inc., a Delaware corporation, acting solely as a nominee for  
\_\_\_\_\_, a \_\_\_\_\_, \_\_\_\_ who is  
personally known to me or \_\_\_\_ who has produced \_\_\_\_\_ as identification.

Notary Public:

Signature: \_\_\_\_\_

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

State of \_\_\_\_\_

My Commission Expires:

Commission Number: \_\_\_\_\_

(SEAL)

WITNESS:

\_\_\_\_\_:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name typed or printed

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name typed or printed

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

a \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, \_\_\_\_\_ who is personally known to me or \_\_\_\_\_ who has produced \_\_\_\_\_ as identification.

Notary Public:

Signature: \_\_\_\_\_

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

State of \_\_\_\_\_

My Commission Expires:

Commission Number: \_\_\_\_\_

(SEAL)

Prepared by:

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## CONSENT

The undersigned, \_\_\_\_\_, a \_\_\_\_\_ ("Lender"), having an address at \_\_\_\_\_, is the owner and holder of the loan documents described as follows (the "Loan Documents"):

1. Mortgage dated \_\_\_\_\_ (the "Mortgage"), made by \_\_\_\_\_ ("Owner") in favor of Lender, which Mortgage is recorded in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_, or Instrument No. \_\_\_\_\_, of the Public Records of Broward County, Florida (the "Records").
2. Promissory Note dated \_\_\_\_\_, in the principal amount of \$ \_\_\_\_\_ made by Owner in favor of Lender.
3. Such other security instruments and loan documents made by Owner in favor of Lender.

WHEREAS, the Loan Documents recorded in the Records encumber Owner's interest in certain real property located in the City of Dania Beach, Broward County, Florida, and described below ("Real Property") and certain personal property located on such Real Property (all of the preceding are collectively referred to as the "Property"):

### LEGAL DESCRIPTION OF REAL PROPERTY:

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WHEREAS, Broward County, a political subdivision of the State of Florida ("County"), is desirous of entering into an agreement with Owner to obtain an interest in the Property as described in the CAR Agreement (as hereinafter defined) provided Lender consents to the execution and delivery of this Consent to County and the recordation of this Consent in the Records.

NOW, THEREFORE, in consideration of the payments made in accordance with the terms of the CAR Agreement and other good and valuable consideration, receipt of which is acknowledged by Lender, Lender agrees as follows:

Lender, as the owner and holder of the Loan Documents, hereby consents to that certain Conveyance and Release Agreement ("CAR Agreement") by and between Owner and County recorded simultaneously herewith in the Records. Lender agrees that all of Lender's right, title, and interest in and to the Property existing by virtue of the lien, terms and provisions of the Loan Documents, and all renewals modifications and/or extensions of the Loan Documents, and to all advances and/or payments made or to be made under the Loan Documents, shall be bound by and subject to all of the terms and provisions of the CAR Agreement, which shall encumber the Property and grant and convey to County property interests and rights with regard to the Property, including but not limited to aerial rights over the Property, all as more specifically set forth in the CAR Agreement. All of the terms and provisions of the CAR Agreement shall survive any foreclosure, deed in lieu of foreclosure, and/or the exercise of any remedy by Lender pursuant to the terms and provisions of the Loan Documents. In the event it should become necessary for Lender to bring a foreclosure action or any other legal proceedings in accordance with the terms of the Loan Documents, Lender will not join County, or attempt to extinguish the CAR Agreement, in any such foreclosure action or legal proceedings. The provisions of this Consent are binding upon the successors and assigns of Lender.

**[The remainder of this page is intentionally left blank.]**

IN WITNESS WHEREOF, Lender hereby executes this Consent as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**LENDER:**

**WITNESSES:**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_, a

\_\_\_\_\_

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

**STATE OF \_\_\_\_\_)**

**COUNTY OF \_\_\_\_\_)**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as the \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_ who is personally known to me or \_\_\_\_\_ who has produced \_\_\_\_\_ as identification.

Notary Public:

Signature: \_\_\_\_\_

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

State of \_\_\_\_\_

My Commission Expires:

Commission Number: \_\_\_\_\_

(SEAL)

Prepared by:

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

**CONSENT**

The undersigned, Mortgage Electronic Registration Systems, Inc., a Delaware corporation ("MERS"), having an address at \_\_\_\_\_, acting solely as a nominee for \_\_\_\_\_, a \_\_\_\_\_ ("Lender"), having an address at \_\_\_\_\_ (MERS and Lender are individually and collectively referred to as "Lender Parties"), and are as more specifically set forth below the current owners and holders of the loan documents described as follows (the "Loan Documents"):

1. Mortgage dated \_\_\_\_\_ (the "Mortgage"), made by \_\_\_\_\_ ("Owner") in favor of MERS acting solely as nominee for Lender, which Mortgage is recorded in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_, or Instrument No. \_\_\_\_\_, of the Public Records of Broward County, Florida (the "Records").
2. Promissory Note dated \_\_\_\_\_, in the principal amount of \$\_\_\_\_\_ made by Owner in favor of Lender.
3. Such other security instruments and loan documents made by Owner in favor of Lender.

WHEREAS, the Loan Documents recorded in the Records encumber Owner's interest in certain real property located in the City of Dania Beach, Broward County, Florida, and described below ("Real Property") and certain personal property located on such Real Property (all of the preceding are collectively referred to as the "Property"):

LEGAL DESCRIPTION OF REAL PROPERTY:

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

WHEREAS, Broward County, a political subdivision of the State of Florida ("County"), is desirous of entering into an agreement with Owner to obtain an interest in the Property as described in the CAR Agreement (as hereinafter defined) provided Lender Parties consent to the execution and delivery of this Consent to County and the recordation of this Consent in the Records.

NOW, THEREFORE, in consideration of the payments made in accordance with the terms of the CAR Agreement and other good and valuable consideration, receipt of which is acknowledged by Lender Parties, Lender Parties agree as follows:

Lender Parties, as the current owner and holder as more specifically set forth above of the Loan Documents, hereby consent to that certain Conveyance and Release Agreement ("CAR Agreement") by and between Owner and County recorded simultaneously herewith in the Records. Lender Parties agree that all of Lender Parties' right, title, and interest in and to the Property existing by virtue of the lien, terms and provisions of the Loan Documents, and all renewals modifications and/or extensions of the Loan Documents, and to all advances and/or payments made or to be made under the Loan Documents, shall be bound by and subject to all of the terms and provisions of the CAR Agreement, which shall encumber the Property and grant and convey to County property interests and rights with regard to the Property, including but not limited to aerial rights over the Property, all as more specifically set forth in the CAR Agreement. All of the terms and provisions of the CAR Agreement shall survive any foreclosure, deed in lieu of foreclosure, and/or the exercise of any remedy by Lender Parties pursuant to the terms and provisions of the Loan Documents. In the event it should become necessary for Lender Parties to bring a foreclosure action or any other legal proceedings in accordance with the terms of the Loan Documents, Lender Parties will not join County, or attempt to extinguish the CAR Agreement, in any such foreclosure action or legal proceedings. The provisions of this Consent are binding upon the successors and assigns of Lender Parties.

**[The remainder of this page is intentionally left blank.]**

IN WITNESS WHEREOF, Lender Parties hereby execute this Consent as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**MERS:**

Mortgage Electronic Registration Systems, Inc., a Delaware corporation, acting solely as a nominee for \_\_\_\_\_, a \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**WITNESSES:**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Signature

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

**STATE OF \_\_\_\_\_ )**  
**COUNTY OF \_\_\_\_\_ )**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as the \_\_\_\_\_ of Mortgage Electronic Registration Systems, Inc., a Delaware corporation, \_\_\_\_ who is personally known to me or \_\_\_\_ who has produced \_\_\_\_\_ as identification.

Notary Public:

Signature: \_\_\_\_\_

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

State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Commission Number: \_\_\_\_\_  
(SEAL)

**LENDER:**

**WITNESSES:**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_, a

\_\_\_\_\_

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

**STATE OF \_\_\_\_\_)**  
**COUNTY OF \_\_\_\_\_)**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as the \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_ who is personally known to me or \_\_\_\_ who has produced \_\_\_\_\_ as identification.

Notary Public:

Signature: \_\_\_\_\_

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

State of \_\_\_\_\_  
My Commission Expires:  
Commission Number: \_\_\_\_\_  
(SEAL)

TITLE, POSSESSION AND LIEN AFFIDAVIT

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_ ("Owner"), who being by me first duly sworn, depose(s), warrant(s), and make(s) these representations to Broward County, a political subdivision of the State of Florida ("County"), to induce County to execute the Conveyance and Release Agreement ("CAR Agreement") between Owner and County, which CAR Agreement shall be recorded in the Public Records of Broward County, Florida (the "Public Records") with regard to that certain real property described below and for County to pay the consideration provided for in the \_\_\_\_\_ [insert Standard Sales Assistance or Conveyance and Release] Program Participation Agreement (the "Participation Agreement"). Owner further warrants and represents to County the following:

1. Owner is the sole owner in fee simple and is now in sole possession of the real property described on Exhibit "A" attached hereto and made a part hereof (the "Property").
2. Owner has personal knowledge of the matters set forth herein and possesses all requisite power and authority to execute and deliver this Affidavit.
3. The Property and any improvements thereon are free and clear of all recorded and unrecorded mortgages, liens, taxes, encumbrances, judgments, contracts, waste, water and sewer charges, broker fees, and claims of every kind, nature, and description whatsoever, except for easements, restrictions, or other title matters listed in the schedule of exceptions for the Property in the title insurance commitment (the "Commitment") with an effective date of \_\_\_\_\_, issued by \_\_\_\_\_ ("Title Insurer") and matters described in the lien, tax, and assessment searches for the Property obtained by County, and any updates to all of the preceding (all of the preceding are hereinafter collectively referred to as the "Title Information"). **Owner acknowledges receipt of copies of all of the Title Information.**
4. There are no matters pending against Owner that could give rise to a lien that would attach to the Property or cause a loss of title or impair the title. Owner has not and will not execute any instrument that would adversely affect the interest in the Property to be created in favor of County by the CAR Agreement.
5. Owner's control and possession of the Property has been open, notorious, peaceable, and undisturbed, and neither the title to nor possession of the Property has ever been disputed or questioned, nor is Owner aware of any facts by reason of which the title to, or possession of, the Property, or any part of it might be disputed or questioned or by reason of which any claim to the Property or any portion of it might be adversely affected. Owner knows of no defects in the fee simple title to the Property. There are no disputes concerning the boundary lines of the Property.

6. No "Notice of Commencement" has been recorded that pertains to the Property since the effective date of the Commitment (the "Effective Date"), there are no unrecorded laborer's, mechanic's, or materialmen's liens against the Property, and no material has been furnished to the Property for which payment has not been paid in full. There is no person, firm, corporation, company, or other entity who has any right to file a claim of lien against the Property or seek payment for having furnished materials, labor or services to the Property.
7. Within the past ninety (90) calendar days, there have been no improvements, alterations, or repairs to the Property for which the costs thereof remain unpaid, and within the past ninety (90) calendar days there have been no claims for labor or material furnished for repairing or improving the same, which remain unpaid.
8. There are no due, or to come due, unpaid bills, liens, or assessments for mowing, water, sanitary sewers, paving, or other public utilities or improvements to the Property made by any governmental authority. Should any bill be found which relates to Owner's possession of the Property, Owner will pay such bill upon demand. No notice has been received related to the Property of any public hearing regarding future or pending zoning changes or assessments for improvements to the Property by any governmental authority. There are no contracts of any kind relating to the management, leasing, operation, maintenance or repair (other than normal wear and tear maintenance and repair) of the Property.
9. There are no unrecorded deeds, agreements for deed, judgments, liens, mortgages, easements or rights of way for users, or adverse interests with respect to the Property. No judgment or decree has ever been entered in any court of this state or of the United States against Owner and which remains unsatisfied.
10. There are no claims, liens, or security interests whatsoever of any kind or description against the furniture, fixtures, equipment, improvements and personal property located in or on the Property. All tangible personal property taxes have been paid in full with regard to the preceding.
11. There are no existing contracts for sale affecting the Property, except for the contract between \_\_\_\_\_ and \_\_\_\_\_ ("Sales Contract"). [If the blanks in the preceding sentence are not completed, then there is no Sales Contract]. Owner warrants and represents that the deed to be provided to the purchaser of the Property in accordance with the terms of the Sales Contract shall be recorded after recordation in the Public Records of the CAR Agreement.
12. No violations of municipal ordinances or other laws, statutes, rules, or regulations pertaining to the Property exist, and no order or notices concerning any violations have been given to Owner or made against the Property.
13. There are no legal actions, Internal Revenue Service claims, state and federal tax claims, liens or penalties, past due homeowner's association assessments or condominium association assessments, common area maintenance assessments, or lease rents that are assessed, pending, or that could ripen into a lien or encumbrance on the Property or the improvements thereon.

- 14. All fees due by Owner in connection with Owner's delivery of the CAR Agreement to County have been paid in full prior to closing of this transaction or will be paid out of the proceeds of the closing of this transaction.
- 15. No proceedings in bankruptcy have ever been brought by or against Owner nor has an assignment for the benefit of creditors been made at any time, nor is there now in effect any assignment of rents for the Property or any part thereof.
- 16. The real estate taxes for the Property will be kept current through the date on which the CAR Agreement, to be executed by Owner and County, is recorded in the Public Records. There shall be no monies owed at closing for overdue or unpaid taxes to the County, the State of Florida, or the Federal government.
- 17. There are no open building permits, code violations, pending plans under review, or any other matters that are unresolved with any governmental authority with regard to the Property.
- 18. Between the Effective Date and the date upon which the CAR Agreement is recorded in the Public Records, Owner has not and shall not allow to be executed any instruments or take any action that would adversely affect the title to the Property and Owner is not aware of any matter that could adversely affect such title.
- 19. Owner under penalty of perjury swears, affirms, certifies, warrants and represents, Owner is not a "non-resident alien" for the purposes of United States income taxation, nor is Owner a "foreign person" (as such terms are defined in Section 1445 of the Internal Revenue Code of the United States and its related Income Tax Regulations). Owner understands that the certification made in this paragraph may be disclosed to the Internal Revenue Service by County; that any false statement contained in this paragraph could be punished by fine, imprisonment, or both; and that the information contained in this paragraph is true and correct, including but not limited to the following:

Owner's Legal Names are:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Owner's Address is:

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

- 20. Owner has not received any written notice alleging that it is in default under any documents, recorded or unrecorded.

21. To Owner's actual knowledge, no commitments or agreements have been made to, or will be required by, any governmental or quasi-governmental authority, utility company, school board, church or other religious body, any property owners' association, or any other organization, group or individual relating to the Property which would impose an obligation upon County, to make any contributions or dedications of money or land or to construct, install, or maintain any improvements of a public or private nature on or off the Property or otherwise impose liability on County.
22. There are no pending, or, to Owner's actual knowledge, threatened, judicial, municipal or administrative proceedings affecting the Property, or the improvements thereon, or in which Owner is or will be a party, by reason of Owner's ownership or operation of the Property, or the improvements thereon, or any portion thereof, including, without limitation, proceedings for or involving collections, condemnation, eminent domain, rezoning, alleged building code or environmental or zoning violations, or personal injuries or property damage alleged to have occurred on the Property or by reason of the condition, use of or operations on, the Property. No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings, are pending, or, to Owner's actual knowledge, threatened, against Owner, nor are any of such proceedings contemplated by Owner. If any lis pendens is filed against the Property, Owner shall cause same to be released prior to closing and if any order or judgment shall be entered in any action which could constitute a lien upon the Property, Owner shall cause the Property, and all improvements thereon, to be released therefrom prior to closing.
23. Owner has not received any written notice of any violation of the governmental rules, regulations, laws or approvals or any violation of zoning ordinances or any applicable laws, statutes, ordinances or other governmental regulations with respect to the Property prior to closing.
24. The Property is not the subject of any unrecorded right of first refusal or option to purchase by any third party, except for the right of County and Owner to enter into the CAR Agreement pursuant to the Participation Agreement and the Sales Contract, if any, referenced above, and no other person, firm, or entity has any right to acquire all or any portion of the Property or any interest therein.
25. Owner represents and warrants that it is fully familiar with the present use of the Property and that no portion of the Property has been used for or in connection with the generation, manufacture, use, storage or disposal of hazardous or toxic wastes, materials or substances or as a cemetery, gas station, dry cleaning facility, landfill or garbage dump; no materials or substances (including, without limitation, radon, asbestos and items containing PCBs) such as electric transformers, that are hazardous, toxic or prohibited, limited or regulated by any Governmental Authority (as hereinafter defined), or which pose a hazard to the health or safety of the owners or occupants of the Property or adjacent property are located in, on, under or above or used or stored on or generated from any portion of the Property; no above ground or underground storage tanks are or have in the past been located on or below the surface of any portion of the Property; no portion of the Property constitutes, or is located in the vicinity of, reclaimed phosphate land or environmentally sensitive wetlands or is included on any governmental agency's list of sites on or under which hazardous or toxic waste materials or substances may be located,

used, stored or generated or with respect to which remedial action may be necessary and no portion of the Property is located seaward of any coastal construction control line (as defined in Chapter 161, Florida Statutes). Owner shall promptly deliver to County any notices related to any of the foregoing matters received prior to or after closing. Owner is not aware of any environmental condition, situation or incident on, at, or concerning the Property that possibly could give rise to an action or to liability under any law, rule, ordinance or common law theory. "Governmental Authority" means any federal, state, county, municipal or other governmental authority or quasi-governmental authority, agency, board, body or office having jurisdiction over the Property or its development or use.

26. From and after the date hereof, Owner will refrain from: (i) creating or incurring or permitting to exist any mortgage, lien, pledge, or other encumbrance in any way affecting the Property which is not in existence as of the Effective Date; unless Owner provides written notification to County of any of the preceding and County consents to same, (ii) committing any waste or nuisance on the Property; or (iii) conveying any interest (fee or leasehold) on the Property.
27. Executive Order 13224 restricts activities with entities, countries, and persons (specifically designated nationals) set forth by the Office of Foreign Asset Control ("OFAC"). In order to check the OFAC list, Owner must provide County with a government-issued identification card (for example a driver's license, passport, or resident alien card). To the extent Owner's name (or to the extent Owner is a corporation or other entity, any person or entity constituting a part of Owner) matches a name or entity on such OFAC list or publication, the transaction with Owner contemplated under or in connection with the CAR Agreement will be immediately suspended and Owner shall be reported as instructed by OFAC.
28. All of the documents and all other items delivered by Owner pursuant to this Affidavit and the Participation Agreement, and the performance of this Affidavit and the Participation Agreement have been duly authorized by Owner. This Affidavit is true and accurate in all material respects, and all of the representations and statements contained in this Affidavit are true and correct in all material respects and fairly and accurately present the information set forth in a manner that is not materially misleading.
29. If Owner is a validly existing corporation, or other entity, the execution and delivery of this Affidavit, the Participation Agreement, and the CAR Agreement by Owner, and the performance of this Affidavit, the Participation Agreement, and the CAR Agreement by Owner have been duly authorized by Owner, and this Affidavit, the Participation Agreement, and the CAR Agreement by Owner are binding on Owner and enforceable against Owner in accordance with each of its terms. No consent of any creditor, investor, judicial or administrative body, governmental authority, or other governmental body or agency, or other party to such execution, delivery, and performance by Owner is required. Neither the execution of this Affidavit, the Participation Agreement, and the CAR Agreement by Owner, nor the consummation of the transactions contemplated by the Participation Agreement will: (i) result in a breach of, default under, nor acceleration of, any agreement to which Owner is a party or by which Owner or the Property, and the improvements thereon, are bound; or (ii) violate any restriction, court order, agreement or

other legal obligation to which Owner and/or the Property is subject. The execution and delivery of all documents to consummate the closing in accordance with the terms of the Participation Agreement (the "Closing Documents") have been approved by all appropriate and requisite company action. The party executing each of the Closing Documents, acting alone without the joinder of any other officer, director, shareholder, manager, or member of Owner, or any other party, has the power and authority to execute each of the Closing Documents on behalf of Owner.

Under penalties of perjury, Owner declares this Affidavit is made for the purpose of inducing the County to enter into the Participation Agreement and accept the CAR Agreement which is to be recorded in the Public Records with regard to the Property and to pay to Owner the consideration provided for in the Participation Agreement. Owner intends for the County to rely on the warranties and representations contained in this Affidavit. Owner acknowledges and agrees that County is relying on the truth, accuracy, and completeness of the contents of this Affidavit. All matters set forth in this document are truthful and accurate. Owner shall at all times hereafter indemnify, hold harmless and defend County and all of County's current and former officers, agents, servants, and employees (collectively and individually, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses (collectively and individually, a "Claim"), raised or asserted by any person or entity, which Claim is caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Owner, its current or former officers, employees, agents, servants, or tenants or others occupying the Property, or persons acting on behalf of Owner arising from, relating to, or in connection with this Affidavit, the Participation Agreement, or the CAR Agreement. In the event any Claim is brought against an Indemnified Party, Owner shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. To the extent considered necessary by the County Attorney, any sums due Owner under this Affidavit, the Participation Agreement, or the CAR Agreement may be retained by County until all of County's claims for indemnification pursuant to this Affidavit, the Participation Agreement, or the CAR Agreement have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County. Notwithstanding anything to the contrary contained in this Affidavit, the Participation Agreement, or the CAR Agreement, the provisions of this paragraph shall survive the closing and any cancellation or termination of this Affidavit, the Participation Agreement, or the CAR Agreement. All representations and warranties contained in this Affidavit shall survive the recordation of the CAR Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

**Witnesses:**

**Owner:**

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

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

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

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

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

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

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

**[The remainder of this page is intentionally left blank.]**

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, who \_\_\_\_ is personally known to me or \_\_\_\_\_ who has produced \_\_\_\_\_ as identification.

Notary Public:

Signature: \_\_\_\_\_

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

State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Commission Number: \_\_\_\_\_  
(SEAL)

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, who \_\_\_\_ is personally known to me or \_\_\_\_\_ who has produced \_\_\_\_\_ as identification.

Notary Public:

Signature: \_\_\_\_\_

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

State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Commission Number: \_\_\_\_\_  
(SEAL)

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF THE PROPERTY**

# BROWARD COUNTY VOLUNTARY SALES ASSISTANCE PROGRAM PROGRAM REQUEST FOR PARTICIPATION

Broward County ("County") is offering a Voluntary Sales Assistance Program to eligible homeowners located inside the 65+DNL noise contour for the expanded south runway who have completed the Residential Sound Insulation Program or have been determined to be ineligible to participate in the Residential Sound Insulation Program.

This form is to be filled out by the owners of the parcel listed below:

HOMEOWNER PROPERTY ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

Please return this form by \_\_\_\_\_, 20\_\_.

Please check which program(s) you are interested in at this time?

Standard Sales Assistance Program: \_\_\_\_\_  
Conveyance and Release Program: \_\_\_\_\_  
Both: \_\_\_\_\_  
Not interested: \_\_\_\_\_

What type of home is the property? Single Family \_\_\_\_\_ Duplex \_\_\_\_\_ Condominium \_\_\_\_\_

Name of Owner(s) of dwelling being considered:

\_\_\_\_\_  
(Last) (First) (Middle) Phone (Work) Phone (Home)

\_\_\_\_\_  
(Last) (First) (Middle) Phone (Work) Phone (Home)

Mailing Address: \_\_\_\_\_

Email Address: \_\_\_\_\_ Email Address: \_\_\_\_\_

Name of current occupant, if different from Owner:

\_\_\_\_\_  
(Last) (First) (Middle) Phone (Work) Phone (Home)

## PROGRAM REQUEST FOR PARTICIPATION CONTINUED

Owner understands that participation in the Voluntary Sales Assistance Program is voluntary and that submittal of this application is not binding on County. Owner also understands that this is the first step in the Voluntary Sales Assistance Program and that the timeframe before Owner is invited into the program may be lengthy.

Signature of Owner: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name of Owner: \_\_\_\_\_

Signature of Owner: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name of Owner: \_\_\_\_\_

BROWARD COUNTY

REQUEST FOR TAXPAYER IDENTIFICATION NUMBER ACKNOWLEDGMENT

Property Address: \_\_\_\_\_

Property Tax Folio Number: \_\_\_\_\_ Date of this Acknowledgment: \_\_\_\_\_

Please check the appropriate box (only one box should be selected):

This Acknowledgment ("Acknowledgment") is being executed in consideration of that certain **Conveyance and Release Program Participation Agreement** dated \_\_\_ day of \_\_\_\_\_, 20\_\_ (the "CAR Program Agreement") between Broward County ("County") and \_\_\_\_\_ ("Owner").

This Acknowledgment is being executed in consideration of that certain **Standard Sales Assistance Program Participation Agreement** dated \_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Standard Program Agreement") between Broward County ("County") and \_\_\_\_\_ ("Owner").

County and Owner agree as follows:

Owner has received an Internal Revenue Service ("IRS") Form W-9 ("W-9") or an IRS Form W-8 series form ("W-8") (e.g., W-8BEN, W-8BEN-E, W-8EXP, W-8IMY) (the W-9 and W-8 are individually referred to as a "Form") from a representative of W.D. Schock Company, Inc. ("WDS"). Owner shall complete, execute, and deliver the applicable Form to the reporting person ("Reporting Person"), as defined by Treas. Reg. § 1.6045-4 (the "Regulations") on or before closing pursuant to the CAR Program Agreement or the Standard Program Agreement.

The purpose of the Form is to request Owner's taxpayer identification number ("TIN") to allow the reporting person to report to the IRS on an information return Form 1099-S, Proceeds From Real Estate Transactions, the gross proceeds received by Owner in accordance with the terms of the CAR Program Agreement or the Standard Program Agreement, as applicable. Owner acknowledges that this solicitation is made on behalf of the Reporting Person, and that Owner will be providing the Form to the Reporting Person. Owner hereby agrees to cooperate with the Reporting Person and WDS on reporting.

Owner is required by law to provide Owner's TIN to the Reporting Person. If Owner does not provide the Reporting Person with Owner's TIN, Owner may be subject to civil or criminal penalties imposed by law.

Owner shall be required to certify the correctness of its TIN under penalties of perjury. It is expressly understood and agreed by Owner that the timely delivery of the applicable completed and executed Form to WDS is an express condition that must occur for the closing contemplated in the CAR Program Agreement, or the Standard Program Agreement, as applicable, to be completed.

In the case of the Standard Program Agreement, Owner shall include in any contract of sale for the property described above or in a separate agreement (collectively, the "Contract"), all of the following provisions:

## REQUEST FOR TAXPAYER IDENTIFICATION NUMBER ACKNOWLEDGMENT

1. The undersigned [Buyer's counsel][\_\_\_\_\_] (the disbursing title or escrow company that is most significant in terms of gross proceeds disbursed)], whose address is [\_\_\_\_\_], is hereby designated as the "reporting person" (the "Designated Reporting Person") pursuant to paragraph (e)(5) of Treas. Reg. § 1.6045-4. Treas. Reg. § 1.6045-4 is hereinafter referred to as the "Regulations."
2. The undersigned Designated Reporting Person represents and warrants that it is a person listed at Treas. Reg. § 1.6045-4(e)(5)(ii) that may be designated as a reporting person.
3. The Designated Reporting Person shall comply with all the requirements for a reporting person under the Regulations, including but not limited to:
  - a. Soliciting taxpayer identification numbers ("TINs"), retaining such TINs for four years following the calendar year that includes the date of closing, and making such solicitations available to the Internal Revenue Service ("IRS").
  - b. Timely filing Form 1099-S, Proceeds From Real Estate Transactions, with the IRS for the gross proceeds (the "Proceeds") received by Seller for the Conveyance and Release Agreement, which is more particularly described in that certain Standard Sales Assistance Program Participation Agreement dated \_\_\_ day of \_\_\_\_\_, 20\_\_\_, and its attachments, between Broward County and Seller.
  - c. Timely furnishing a statement to Seller pursuant to Treas. Reg. § 1.6045-4(m). As provided by the Regulations, the statement shall include the required legend, and may be in the form of a copy of a completed Form 1099, or where a Uniform Settlement Statement ("USS") is used for the closing between Seller and Buyer, by providing a copy of an appropriately modified statement.
4. If a USS is used for the closing between Seller and Buyer, then the USS shall include and reference the amount of the Proceeds received by the Seller.
5. Owner shall deliver their TIN to the designated Reporting Person on or before closing.
6. Each party to this [Contract] shall retain the [Contract] for four years following the close of the calendar year in which the date of closing occurs (as determined under the Regulations), and upon request by the IRS, or any person involved in the transaction who did not participate in this [Contract], the [Contract] must be made available for inspection.

It is expressly understood and agreed by Owner that the inclusion of these provisions in the Contract (including inserting in the blanks in the preceding provisions the actual date of the Standard Program Agreement, selecting the applicable bracketed choice, conforming the provisions to the Contract, and complying with the terms of this paragraph), is an express condition to the closing contemplated in the Standard Program Agreement. The Contract is intended to comply with Treas. Reg. § 1.6045-4(e)(5)(iii) (Form of designation agreement), and the Contract or its attachments shall contain: (i) the name and address of the transferor (Owner) and transferee (County), (ii) the address and any additional information necessary to identify the real estate transferred, (iii) name and address of any other parties to the Contract, (iv) include the Designated Reporting Person as a party and signatory to the Contract (or at least for the limited purpose of the provisions above), and (v) otherwise comply with the Regulations.

**REQUEST FOR TAXPAYER IDENTIFICATION NUMBER ACKNOWLEDGMENT**

Acknowledged and Agreed to:

County and Owner have made and executed this REQUEST FOR TAXPAYER IDENTIFICATION NUMBER ACKNOWLEDGMENT: BROWARD COUNTY, through its Director of Aviation or the Director's authorized designee, and OWNER, or Owner's duly authorized representatives.

COUNTY

BROWARD COUNTY

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Approved as to form by  
Joni Armstrong Coffey  
Broward County Attorney  
Aviation Office  
2200 SW 45<sup>th</sup> Street, Suite 101  
Dania Beach, Florida 33312  
Telephone: (954) 359-6100  
Telecopier: (954) 359-1292

By: \_\_\_\_\_

\_\_\_\_\_  
Attorney's Name (Date)  
Assistant County Attorney

REQUEST FOR TAXPAYER IDENTIFICATION NUMBER ACKNOWLEDGMENT

PROPERTY OWNER

Signed, sealed and delivered  
in the presence of:

Property Owner

\_\_\_\_\_  
Witness's Signature

By: \_\_\_\_\_  
Signature

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

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

Dated: \_\_\_\_\_

\_\_\_\_\_  
Witness's Signature

By: \_\_\_\_\_  
Signature

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

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

Dated: \_\_\_\_\_

**BROWARD COUNTY  
DESCRIPTION OF STANDARD SALES ASSISTANCE PROGRAM**

**NAME OF OWNER** \_\_\_\_\_ **PHONE** \_\_\_\_\_  
**NAME OF OWNER** \_\_\_\_\_ **PHONE** \_\_\_\_\_

**PROPERTY ADDRESS:** \_\_\_\_\_  
**CITY** \_\_\_\_\_ **STATE** \_\_\_\_\_ **ZIP CODE** \_\_\_\_\_  
**PARCEL FOLIO NUMBER** \_\_\_\_\_

By signing this Description of Standard Sales Assistance Program (the "Description"), the above-named owner(s) (all such persons being hereinafter referred to collectively and individually as, "Owner") acknowledge their intent to participate in the Standard Sales Assistance Program ("Standard Program") offered by Broward County ("County"). Owner understands that participation in the Standard Program is contingent upon evidence of the Owner's eligibility for the Standard Program in accordance with Standard Program guidelines. The Owner has been provided with a Homeowner Package that describes the County's Standard Program and that includes a copy of the County's form Standard Sales Assistance Program Participation Agreement (the, "Participation Agreement"). Owner acknowledges that a member of the County's Program Management Office ("PMO") has reviewed the Homeowner Package, including the Participation Agreement, with the Owner.

All Owners signing below understand and acknowledge as follows:

1. The property that is the subject of this Description is identified above (the "Property"). To the best of Owner's knowledge, the following are the owners of the Property at the time of signing this document: \_\_\_\_\_ (such persons being referred to individually and collectively as, the "Owner").
2. The Standard Program is a voluntary program whereby the Property will be sold subject to a Conveyance and Release Agreement ("CAR Agreement"). Owner understands such CAR Agreement will be recorded in the Public Records of Broward County, Florida (the "Records") and encumber the Property at the time of, or prior to the closing, of the sale of the Property and before the deed conveying title to the Property is recorded in the Records. In connection with such sale, Owner will receive a payment from the County, known as the "Differential Payment." This Differential Payment will be determined as provided in the Participation Agreement.
3. County, at its expense, will obtain title work and searches for the Property to determine ownership and liens, taxes and assessments for the Property. Owner understands that if the title work and searches for the Property indicate for any reason that the Property is not marketable, or that the CAR Agreement will not have legal priority in the Records and be superior to the deed of conveyance and all liens and encumbrances on the Property, the Property will be deemed ineligible to continue participation in the Standard Program. If all Owners do not sign the CAR Agreement or if all lienholders do not subordinate their interest in the property to the CAR Agreement, satisfy or discharge such mortgages, liens,

or encumbrances, or consent to the CAR Agreement in a document that is determined to be the legal equivalent of a subordination by the title insurance company insuring the County's interest in the CAR Agreement, then the Property will be ineligible to continue participation in the Standard Program. Owner acknowledges and agrees that County shall have the right to contact any lenders, lienholders, or mortgagors of the Property. This provision does not require the County to contact lenders, lienholders, or mortgagors of the Property.

4. County, at its expense, will have an appraisal of the Property prepared by a Florida State Certified Appraiser ("County Appraisal"). The County Appraisal will contain the appraiser's opinion of the value of the Property and will be prepared according to the Uniform Appraisal Standards for Federal Land Acquisition and in accordance with the Uniform Standards of Professional Appraisal Practice as set forth by the Appraisal Standards Board of the Appraisal Foundation. The County Appraisal will be submitted on the Uniform Residential Report Form. Owner understands that the County Appraisal, and any "Owner Appraisal" (as defined below) must be certified by the Program Review Appraiser ("Review Appraiser") in the Review Appraisal Statement ("RAS") to be utilized in this program.
5. Owner understands that it will be necessary for County and the County's and any Owner's appraisers to inspect the inside and outside of the Property and Owner gives permission to the County and all appraisers to inspect the Property at reasonable times for the purpose of completing the appraisal of the Property. Owner understands that at least one Owner must be present at during the appraiser inspection(s). It is the responsibility of Owner to cooperate in scheduling mutually convenient time(s) for the appraisal(s) of the Property.
6. After the County Appraisal and the RAS are completed and are received by the County's PMO, Owner must meet with representatives of the PMO to discuss the results of the RAS. Owner understands the RAS will establish the value of the Property for the purpose of the Standard Program. Owner will have ten (10) calendar days after meeting with the PMO to make a decision as to whether to sign the Participation Agreement and Request for Taxpayer Identification Number Acknowledgement form attached hereto as Exhibit F-1, or obtain an additional appraisal as described in Paragraph 7. Owner acknowledges that Owner has been provided with a copy of the form Participation Agreement.
7. As part of this process, Owner understands that Owner may obtain an additional appraisal of the Property at Owner's expense (the "Owner Appraisal") to present to the Review Appraiser for consideration. Owner understands that obtaining the Owner Appraisal must be done in a timely manner not to exceed thirty (30) calendar days from receipt of the County Appraisal and ten (10) day decision period discussed in Paragraph 6. Obtaining the second appraisal must not slow down the program appraisal process. If Owner decides to hire an additional appraiser at Owner's expense, the appraiser must be a Florida State Certified Appraiser and follow all state, federal, and Standard Program guidelines for the Owner Appraisal to be considered by the Review Appraiser. Owner understands that Owner must meet with the PMO to discuss the Review Appraiser's conclusion of the FMV for the property. Owner understands that Owner is responsible for any expense related to the Owner Appraisal. Owner also understands that Owner is under no obligation to obtain any additional appraisal of the Property.
8. Owner must deliver the fully executed Listing Agreement and the Addendum to Listing Agreement within ten (10) calendar days following execution of the Participation

Agreement. Owner must deliver the fully executed Request for Taxpayer Identification Number Acknowledgment, in the form attached hereto as Exhibit F-1, to PMO simultaneously with the execution and delivery of the Participation Agreement. The Standard Program Conditions Acknowledgement must be signed by Owner and a buyer when Owner and that buyer sign a purchase and sale agreement for the Property. The initial term of the Listing Agreement for the Property shall not exceed one hundred and eighty (180) calendar days from the date of execution of the Participation Agreement. At the end of the initial listing period, Owner may elect to stay with the same Realtor or change Realtors for an additional listing period of one hundred and eighty (180) day period. If a contract for the purchase and sale of the Property has not been determined to be acceptable by the PMO and BCAD and executed by the buyer within three hundred sixty (360) calendar days, the Participation Agreement shall terminate. Upon any such termination of the Participation Agreement, County shall have no obligation to pay the Differential Payment or to pay any other amount with respect to the Participation Agreement to Owner, any realtor or anyone else. Notification of termination from the Standard Program will be sent to the Owner by the PMO.

9. Owner understands the Standard Program is a voluntary program and that there will be no negotiation with the Owner of the appraised amount set forth in the RAS, or the manner in which the appraised amount was determined, by the Review Appraiser.
10. If Owner is dissatisfied with the determination of the value of the Property established in the RAS or Owner does not want to participate in the Standard Program for any other reason, Owner is under no obligation to enter into the Participation Agreement, to sign the CAR Agreement, or to record the CAR Agreement against the Property.
11. If Owner chooses to enter the Standard Program, then each Owner of the Property must sign the Participation Agreement. The Participation Agreement will require each Owner to execute a CAR Agreement that will be recorded in the Records and encumber the Property. The executed CAR Agreement shall be delivered prior to, or at the time of, the closing of the sale of the Property. Owner understands that the CAR Agreement must be recorded prior to the deed of conveyance and must be superior to and have legal priority over all mortgages, liens, and encumbrances, encumbering the Property. Each Owner acknowledges receipt of the form CAR Agreement.
12. Owner understands that County will be providing valuable consideration to Owner in connection with Owner's execution of the Participation Agreement and execution of the CAR Agreement. In order for Owner to receive the Differential Payment from County, the CAR Agreement must be executed by Owner and recorded in the Records prior to recording of the deed of conveyance for the Property. Such consideration paid by County to Owner includes, but is not limited to:
  - a. Appraisal services in connection with the sale of the Property;
  - b. Assistance provided to Owner with respect to the sale of the Property; and
  - c. The Differential Payment as provided in the Participation Agreement.
13. In the event Owner chooses not to enter into the Standard Program and sign the Participation Agreement or the CAR Agreement, then Owner will not be responsible for reimbursement of any funding expended by the County or the PMO regarding Owner's

intended participation in the Standard Program. However, Owner will be responsible for the cost of any appraisal of the Property that Owner elects to obtain.

- 14. In the event Owner chooses not to enter into the Standard Program and sign the Standard Program Participation Agreement with County, Owner may be invited at County's sole discretion into the Conveyance and Release Program ("CAR Program") at a later date.
- 15. If the sale of the Property does not close within ninety (90) calendar days following execution of a purchase agreement by Owner and a buyer, then County shall have the right to terminate the Participation Agreement with Owner.
- 16. The Owner understands the County and the PMO does not represent the Owner and is not providing the Owner with any legal or tax advice.
- 17. Owner and the Property may be terminated at any time from the Standard Program upon the recommendation of the PMO and approval of the Broward County Aviation Department ("BCAD"). Reasons for termination from the Standard Program include, but are not limited to, Owner not agreeing with the FMV of the Property established by the RAS, the Property not selling after three hundred sixty (360) calendar days of marketing of the Property, Owner not cooperating with the marketing of the Property, title issues for the Property are not resolved in accordance with the terms of the Participation Agreement, failure of the sale of the Property to close within ninety (90) calendar days following the date of execution of the purchase and sale contract, refusal of Owner to execute the CAR Agreement on or before the closing, inability or refusal to achieve the subordination, satisfaction, or discharge of mortgages, or consents of mortgagees to the CAR Agreement, all to ensure the CAR Agreement is superior to and has legal priority over all mortgages, liens, and encumbrances, or any other appropriate reason, as determined in the sole and absolute discretion of BCAD.

BY PROPERTY OWNER(S):

I have read and understand this Description of Standard Sales Assistance Program and I have signed it on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name of Owner

\_\_\_\_\_  
Print Name of Owner

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

**BROWARD COUNTY**

**REQUEST FOR TAXPAYER IDENTIFICATION NUMBER ACKNOWLEDGMENT**

Property Address: \_\_\_\_\_

Property Tax Folio Number: \_\_\_\_\_ Date of this Acknowledgment: \_\_\_\_\_

**Please check the appropriate box (only one box should be selected):**

This Acknowledgment (“Acknowledgment”) is being executed in consideration of that certain **Conveyance and Release Program Participation Agreement** dated \_\_\_ day of \_\_\_\_\_, 20\_\_ (the “CAR Program Agreement”) between Broward County (“County”) and \_\_\_\_\_ (“Owner”).

This Acknowledgment is being executed in consideration of that certain **Standard Sales Assistance Program Participation Agreement** dated \_\_\_ day of \_\_\_\_\_, 20\_\_ (the “Standard Program Agreement”) between Broward County (“County”) and \_\_\_\_\_ (“Owner”).

County and Owner agree as follows:

Owner has received an Internal Revenue Service (“IRS”) Form W-9 (“W-9”) or an IRS Form W-8 series form (“W-8”) (e.g., W-8BEN, W-8BEN-E, W-8EXP, W-8IMY) (the W-9 and W-8 are individually referred to as a “Form”) from a representative of W.D. Schock Company, Inc. (“WDS”). Owner shall complete, execute, and deliver the applicable Form to the reporting person (“Reporting Person”), as defined by Treas. Reg. § 1.6045-4 (the “Regulations”) on or before closing pursuant to the CAR Program Agreement or the Standard Program Agreement.

The purpose of the Form is to request Owner’s taxpayer identification number (“TIN”) to allow the reporting person to report to the IRS on an information return Form 1099-S, Proceeds From Real Estate Transactions, the gross proceeds received by Owner in accordance with the terms of the CAR Program Agreement or the Standard Program Agreement, as applicable. Owner acknowledges that this solicitation is made on behalf of the Reporting Person, and that Owner will be providing the Form to the Reporting Person. Owner hereby agrees to cooperate with the Reporting Person and WDS on reporting.

Owner is required by law to provide Owner’s TIN to the Reporting Person. If Owner does not provide the Reporting Person with Owner’s TIN, Owner may be subject to civil or criminal penalties imposed by law.

Owner shall be required to certify the correctness of its TIN under penalties of perjury. It is expressly understood and agreed by Owner that the timely delivery of the applicable completed and executed Form to WDS is an express condition that must occur for the closing contemplated in the CAR Program Agreement, or the Standard Program Agreement, as applicable, to be completed.

In the case of the Standard Program Agreement, Owner shall include in any contract of sale for the property described above or in a separate agreement (collectively, the “Contract”), all of the following provisions:

1. The undersigned [Buyer's counsel][\_\_\_\_\_] (the disbursing title or escrow company that is most significant in terms of gross proceeds disbursed)), whose address is [\_\_\_\_\_], is hereby designated as the "reporting person" (the "Designated Reporting Person") pursuant to paragraph (e)(5) of Treas. Reg. § 1.6045-4. Treas. Reg. § 1.6045-4 is hereinafter referred to as the "Regulations."
2. The undersigned Designated Reporting Person represents and warrants that it is a person listed at Treas. Reg. § 1.6045-4(e)(5)(ii) that may be designated as a reporting person.
3. The Designated Reporting Person shall comply with all the requirements for a reporting person under the Regulations, including but not limited to:
  - a. Soliciting taxpayer identification numbers ("TINs"), retaining such TINs for four years following the calendar year that includes the date of closing, and making such solicitations available to the Internal Revenue Service ("IRS").
  - b. Timely filing Form 1099-S, Proceeds From Real Estate Transactions, with the IRS for the gross proceeds (the "Proceeds") received by Seller for the Conveyance and Release Agreement, which is more particularly described in that certain Standard Sales Assistance Program Participation Agreement dated \_\_\_ day of \_\_\_\_\_, 20\_\_\_, and its attachments, between Broward County and Seller.
  - c. Timely furnishing a statement to Seller pursuant to Treas. Reg. § 1.6045-4(m). As provided by the Regulations, the statement shall include the required legend, and may be in the form of a copy of a completed Form 1099, or where a Uniform Settlement Statement ("USS") is used for the closing between Seller and Buyer, by providing a copy of an appropriately modified statement.
4. If a USS is used for the closing between Seller and Buyer, then the USS shall include and reference the amount of the Proceeds received by the Seller.
5. Owner shall deliver their TIN to the designated Reporting Person on or before closing.
6. Each party to this [Contract] shall retain the [Contract] for four years following the close of the calendar year in which the date of closing occurs (as determined under the Regulations), and upon request by the IRS, or any person involved in the transaction who did not participate in this [Contract], the [Contract] must be made available for inspection.

It is expressly understood and agreed by Owner that the inclusion of these provisions in the Contract (including inserting in the blanks in the preceding provisions the actual date of the Standard Program Agreement, selecting the applicable bracketed choice, conforming the provisions to the Contract, and complying with the terms of this paragraph), is an express condition to the closing contemplated in the Standard Program Agreement. The Contract is intended to comply with Treas. Reg. § 1.6045-4(e)(5)(iii) (Form of designation agreement), and the Contract or its attachments shall contain: (i) the name and address of the transferor (Owner) and transferee (County), (ii) the address and any additional information necessary to identify the real estate transferred, (iii) name and address of any other parties to the Contract, (iv) include the Designated Reporting Person

as a party and signatory to the Contract (or at least for the limited purpose of the provisions above), and (v) otherwise comply with the Regulations.

Acknowledged and Agreed to:

County and Owner have made and executed this REQUEST FOR TAXPAYER IDENTIFICATION NUMBER ACKNOWLEDGMENT: BROWARD COUNTY, through its Director of Aviation or the Director's authorized designee, and OWNER, or Owner's duly authorized representatives.

COUNTY

BROWARD COUNTY

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Approved as to form by  
Joni Armstrong Coffey  
Broward County Attorney  
Aviation Office  
2200 SW 45<sup>th</sup> Street, Suite 101  
Dania Beach, Florida 33312  
Telephone: (954) 359-6100  
Telecopier: (954) 359-1292

By: \_\_\_\_\_

\_\_\_\_\_  
Attorney's Name (Date)  
Assistant County Attorney

PROPERTY OWNER

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness's Signature

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

\_\_\_\_\_  
Witness's Signature

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

Property Owner

By: \_\_\_\_\_  
Signature

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

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Signature

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

Dated: \_\_\_\_\_

**EXHIBIT "G"**

Property Owner: \_\_\_\_\_

Property Address: \_\_\_\_\_

Folio Number: \_\_\_\_\_

STANDARD SALES ASSISTANCE PROGRAM PARTICIPATION AGREEMENT

Between

BROWARD COUNTY

And

\_\_\_\_\_

STANDARD SALES ASSISTANCE PROGRAM PARTICIPATION AGREEMENT

Between

BROWARD COUNTY

And

\_\_\_\_\_

This STANDARD SALES ASSISTANCE PROGRAM PARTICIPATION AGREEMENT ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and entered into by and between \_\_\_\_\_ (hereinafter referred to as "Owner"),

and

BROWARD COUNTY, a political subdivision of the State of Florida, its successors and assigns, acting by and through its Board of County Commissioners (hereinafter referred to as "County") (Owner and County are hereinafter referred to collectively as the "Parties," and individually referred to as a "Party").

WHEREAS, County is the owner and operator of the Fort Lauderdale-Hollywood International Airport ("Airport"); and

WHEREAS, the Broward County Aviation Department has the function and responsibility to manage, operate, and maintain the Airport on behalf of County; and

WHEREAS, Owner has either participated in County's Voluntary Residential Sound Insulation Program or Owner's residence has been determined to have an interior noise level below 45 dB; and

WHEREAS, Owner has elected to participate in County's Standard Sales Assistance Program ("Standard Program"), a component of County's Voluntary Sales Assistance Program; and

WHEREAS, Owner desires to enter into a Conveyance and Release Agreement with County for the consideration as provided in this Agreement.

NOW THEREFORE, IN CONSIDERATION of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, County and Owner agree as follows:

1. Recitals. The foregoing recitals are correct and are hereby incorporated herein and made a part of this Agreement by this reference.
2. Offer and Acceptance. County hereby offers and agrees to purchase and Owner accepts such offer and agrees to convey to County, its successors, and assigns, a Conveyance and Release Agreement, in the form attached hereto as **Exhibit A** and made a part hereof

("CAR Agreement"), upon and over the real property described on **Exhibit B** (the "Land"), located in Broward County, Florida, upon the terms and conditions hereinafter set forth.

3. Property. Owner represents and warrants that Owner is the owner in fee simple of the Land, together with all improvements, appurtenances, personal property, and fixtures located on such Land, together with all easements, privileges, rights of way, riparian and other water rights, lands underlying any adjacent streets or roads, and appurtenances pertaining to or accruing to the benefit of the Land, which are located in the City of Dania Beach, Broward County, Florida, with a street address of: \_\_\_\_\_  
\_\_\_\_\_ (all of Owner's interests described in the preceding sentence are collectively hereinafter referred to as the "Property").
4. Property Value – Differential Payment. For the purposes of this Agreement, it is agreed that the Fair Market Value ("FMV") of the Property is \_\_\_\_\_ Dollars (\$\_\_\_\_\_.\_\_\_\_).
  - (a) The FMV amount is based on County's Review Appraiser Statement ("RAS") dated \_\_\_\_\_. Owner acknowledges that Owner has carefully reviewed all information relative to this FMV and is satisfied that the RAS is a true and reasonable valuation of the Property.
  - (b) County agrees to pay, as and for the total consideration for the conveyance of the property interests and rights described in the CAR Agreement, in the manner and at the time hereinafter specified, the "Differential Payment" (as hereinafter established), which Differential Payment is County's payment for Owner executing and delivering the CAR Agreement to County and agreeing to be bound by the terms of the CAR Agreement. The foregoing payment is established in accordance with the Standard Program, a component of County's Voluntary Sales Assistance Program.
  - (c) For purposes of this Agreement, the "Differential Payment" is determined as follows:
    - (1) if the purchase price, paid for the Property by a purchaser ("Purchaser") in an arm's length transaction, is less than the FMV, the Differential Payment is determined by subtracting from the FMV the following amounts: (i) the BCAD approved sales price (including any County concessions) received by Owner; and (ii) any amounts paid by County to satisfy liens, if any, to ensure the CAR Agreement is recorded in the Public Records of Broward County, Florida (the "Public Records"), prior to all liens and encumbrances encumbering the Property, except for the Permitted Encumbrances (as hereinafter defined); or
    - (2) if the purchase price paid for the Property by Purchaser in an arm's length transaction is equal to or greater than the FMV, County will reimburse to Owner, Owner's actual Realtor's (as hereinafter defined) commission paid by Owner at closing, which reimbursement shall not exceed six percent (6%) of the purchase price paid by Purchaser to Owner, but deducted from such reimbursement payment to Owner shall be all amounts paid by County to satisfy liens, if any, to ensure that the CAR Agreement is recorded in the Public Records prior to all liens and encumbrances on the Property such that the CAR

Agreement has legal priority over all mortgages, liens, and encumbrances except for the Permitted Encumbrances; or

- (3) Owner has the option of accepting an offer of less than the FMV and less than the BCAD approved sale price. In this event, the Differential Payment is determined by subtracting from the FMV the following amounts: (i) the BCAD approved sale price (including any County concessions) and (ii) any amounts paid by County to satisfy liens, if any, to ensure the CAR Agreement is recorded in the Public Records prior to all liens and encumbrances encumbering the Property, except for the Permitted Encumbrances.
        - (d) The Differential Payment shall be paid by County to Owner at the closing on the sale of the Property and once County is satisfied that the CAR Agreement is recorded in the Public Records prior to the deed of conveyance of the Property to Purchaser and the recorded CAR Agreement has legal priority over all liens and encumbrances encumbering the Property, except for the Permitted Encumbrances. Notwithstanding anything to the contrary in this Agreement, in no event shall the Differential Payment be more than twenty-five percent (25%) of the FMV.
5. Listing Agreement. Within ten (10) calendar days after the date Owner executes this Agreement, Owner will enter into an exclusive listing agreement ("Listing Agreement") between Owner and a realtor who is certified by the Broward County Board of Realtors ("Realtor" or "Broker"), which provides for the sale of the Property by Owner. Realtor must also be a realtor member of the Broward County Multiple Listing Service ("MLS").
  - (a) The Listing Agreement must be in a form acceptable to County prior to execution by Owner and may not be amended or modified without the prior written consent of County.
  - (b) Owner will provide County's representative with a copy of the Listing Agreement prior to execution of the Listing Agreement by Owner and Realtor.
    - (i) Furthermore, Owner will provide County's representative with a copy of the fully executed Listing Agreement within five (5) calendar days after execution of the Listing Agreement by Owner and Realtor.
    - (ii) The executed Listing Agreement must include as an attachment thereto, **Exhibit C** to this Agreement, which **Exhibit C** is attached hereto and made a part hereof.
  - (c) The initial listing period for the Property in the Listing Agreement shall not exceed one hundred and eighty days (180) calendar days from the last date of execution of this Agreement by Owner and County. At the end of the initial listing period, Owner may opt to stay with the same Realtor or change Realtors for an additional one hundred and eighty (180) day period. The Listing Agreement must initially list the Property for sale at an amount that is not less than the FMV ("List Price"). In order for Owner to remain eligible to receive the Differential Payment, the List Price

may only be reduced in accordance with the terms contained in Paragraph 15(d) of this Agreement.

- (d) A fully executed and complete copy of this Agreement and all exhibits attached hereto must be attached to the Listing Agreement prior to the Listing Agreement's execution by Realtor, and must remain attached to and referenced by the executed Listing Agreement.
  - (e) County shall have no obligation to Owner under this Agreement, and this Agreement shall be null and void, unless (1) all of the provisions in **Exhibit C** to this Agreement are attached as an exhibit to the Listing Agreement; and (2) a copy of this Agreement is attached to the Listing Agreement.
6. Property Sold Subject to the CAR Agreement. Owner agrees that any contract for the sale of the Property will include a specific provision stating that the Property will be sold subject to the CAR Agreement.
  7. Attachment of the CAR Agreement. A copy of the CAR Agreement must be attached to the contract for sale of the Property.
  8. Recording of the CAR Agreement. The CAR Agreement must be recorded in the Public Records prior to the recording of the deed of conveyance from Owner to Purchaser.
  9. Event of Termination. In the event that prior to the sale of the Property this Agreement is terminated for any reason whatsoever, County shall have no obligation to pay the Differential Payment or any other amount to Owner, Realtor, or anyone else. Upon any such termination of this Agreement, Owner, Realtor, and all others shall have no right or claim against County with respect to any of the provisions of this Agreement. Upon any termination of this Agreement, a copy of such termination shall also be provided to Realtor by the party that has terminated the Agreement.
  10. Right to Contact. Owner acknowledges and agrees that County shall have the right to contact any lenders, lienholders, and mortgagees of the Property. This provision does not require the County to contact lenders, lienholders, or mortgagees of the Property.
  11. Failure to Attach this Agreement to Listing Agreement. If Realtor and Owner fail to attach and incorporate this Agreement as an exhibit to and made a part of the Listing Agreement, then County shall have no obligation to pay the Differential Payment or any other amount to Owner, Realtor, or anyone else.
  12. Priority of CAR Agreement. If the CAR Agreement is not recorded in the Public Records as an encumbrance on Owner's Property prior to the sale of the Property to Purchaser and if all certified, noncertified, and pending liens and encumbrances (except for the Permitted Encumbrances) against Owner's Property are not subordinated to the CAR Agreement, County shall have no obligation to pay the Differential Payment or any other amount to Owner, Realtor, or anyone else.
  13. County Not Responsible for Realtor's Commissions. In no event will County be responsible for any real estate commissions to any Realtor associated with the sale of the

Property, except as otherwise provided in this Agreement. Owner shall be responsible for any real estate commission payable pursuant to any contracts between Owner and Realtor, except as otherwise provided in this Agreement.

14. Initial Meeting of County Representative, Owner, and Realtor. Prior to beginning active marketing of the Property, Owner and Realtor shall meet with County's representative to go over the process set forth in this Agreement and to review the provisions of this Agreement, the Listing Agreement, the CAR Agreement, and other applicable documents.
15. Active Marketing of the Property. Owner and Realtor must immediately begin Active Marketing (as defined in this Agreement) of the Property, and the FMV established in the RAS shall be used as the List Price. The initial List Price shall be subject to adjustment in accordance with this Agreement.
  - (a) "Active Marketing" during the term of the Listing Agreement means the continued good faith efforts of Realtor and Owner to market and sell the Property in accordance with the terms of the Listing Agreement and this Agreement.
  - (b) "Active Marketing" includes Owner's obligation to make the Property available for inspection by prospective purchasers at all reasonable times, including open houses; to keep and maintain the Property in good condition, repair, and working order (including all appliances, plumbing, heating, air conditioning, and electrical systems); to keep the home clean and orderly for presentation to prospective purchasers; and to maintain and pay all utilities until the Property is sold.
  - (c) County reserves the right to inspect the Property at all reasonable times with appropriate notice to Owner to insure that Owner complies with this Agreement, including the Active Marketing requirements set forth in this Agreement. Further, County may contact Realtor to receive assurance that the Property is kept in good condition and repair and that the Property is made available for potential purchaser inspections and open houses.
  - (d) The Active Marketing period will begin on the date of the execution of the Listing Agreement by Owner and Realtor and shall continue for a period not to exceed one hundred and eighty (180) calendar days from the last date of execution of this Agreement by Owner and County. At the end of the initial listing period, Owner may opt to stay with the same Realtor or change Realtors for an additional one hundred and eighty (180) day period. During the Active Marketing period, the List Price may only be reduced with the prior written consent of County's representative. If the List Price is reduced without the prior written consent of County's representative, then the County shall have no obligation to pay the Differential Payment and County shall have the right to terminate this Agreement. Upon such termination the Parties shall be released from all further obligations under this Agreement.
16. Correspondence. Owner shall provide County with a copy of: (i) the complete signed Listing Agreement within five (5) calendar days of execution of the Listing Agreement by Owner and Realtor and (ii) any and all other correspondence or documentation related to the marketing and sale of the Property within five (5) calendar days of Owner's receipt of such

documentation. Owner shall not enter into any agreement affecting the Property after the execution of the Listing Agreement between Owner and Realtor without the prior written consent of County.

17. Presentation of Offers. Owner or Owner's agent must deliver all written offers received for purchase of the Property to County's representative at the Program Management Office Outreach Center within one (1) business day of receipt of the signed offer by Owner or Owner's agent, at the following address:

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

- (a) County's representative will review any such offers, confer with Owner, and present recommendations as to a course of action to Owner.
  - (b) Owner must always use best efforts to provide County with any available information about the offer and the proposed purchaser to assist County in its evaluation.
  - (c) Owner has the option of accepting an offer that is unacceptable to County's representative; however, in such case, County shall have no obligation to pay Owner the Differential Payment or any other amount under this Agreement.
18. Expiration of Active Marketing Period. If a contract for the sale of the Property has not been determined to be acceptable by County's representative and executed by Owner and Purchaser within three hundred and sixty-five (365) calendar days following the last date of execution of this Agreement by Owner and County, this Agreement shall terminate. Upon any such termination of this Agreement, County shall have no obligation to pay the Differential Payment or to pay any other amount with respect to this Agreement to Owner, Realtor, or anyone else. Upon any termination of this Agreement by County, a copy of such termination may also be provided to Realtor by County. Upon any termination of this Agreement, the Parties shall be released from all obligations under this Agreement, except for those rights and obligations that specifically survive such a termination.
19. Final Sale Procedure. If a County-acceptable contract for the sale of the Property is entered into by Owner, the closing must occur within ninety (90) calendar days after the date of the sales contract, unless extended pursuant to County's written consent (such period of time being collectively referred to as the "Closing Period"), which extension of the Closing Period is at County's sole and absolute discretion and shall not exceed an additional forty-five (45) days. If any sale of the Property occurs after the Closing Period, Owner shall have no rights under this Agreement, and County shall have no obligation to pay the Differential Payment or to pay any other amount with respect to this Agreement to Owner, Realtor, or anyone else.

20. Differential Payment to Owner.

- (a) As consideration for Owner's granting of the CAR Agreement to County, County will pay the Differential Payment to Owner. Such payment will be made following County's confirmation that the CAR Agreement has been recorded prior to the deed of conveyance and is superior to and has legal priority over all recorded liens and encumbrances (except for the Permitted Encumbrances), including (unless waived in writing by County) any pending liens. Owner shall be responsible for any costs to ensure County's good title to the CAR Agreement and that the CAR Agreement is superior to all liens and encumbrances against the Property, including any pending liens, except for the Permitted Encumbrances.
- (b) Owner understands that Owner will be responsible at closing for the following costs:
  - (i) all amounts necessary to remove all liens, defects, and encumbrances affecting the County's ability to receive the CAR Agreement at closing free and clear of all liens, defects, and encumbrances, except for the Permitted Encumbrances; and
  - (ii) all other costs payable by Owner pursuant to its contract with Purchaser of the Property.

21. Conveyance and Release Agreement. It is expressly understood that Owner must execute, record, and deliver to County the CAR Agreement in a form acceptable to County. The CAR Agreement must be recorded prior to the deed of conveyance to Purchaser. Owner agrees that the CAR Agreement shall not be subordinate to any mortgages or any other encumbrances or liens, except for the Permitted Encumbrances. The Listing Agreement must specifically state that the Property is being sold subject to the CAR Agreement and that the CAR Agreement shall be recorded prior to the deed of conveyance to Purchaser. Owner acknowledges that Owner has reviewed and approved a copy of the CAR Agreement and that the Listing Agreement will specifically set forth this requirement. Any contract for sale for the Property entered into by Owner must attach a copy of the CAR Agreement and must contain Owner's and Purchaser's acknowledgement that the CAR Agreement will be recorded prior to the deed of conveyance of the Property to Purchaser.

Additionally any contract of sale for the Property will contain the following provision:

Buyer, or Buyer's counsel, shall deliver to Broward County ("County") at no cost to County and not less than twenty (20) days prior to closing a title insurance commitment (the "Commitment") from a title insurance company licensed to do business in the State of Florida, setting forth those matters to be discharged by Seller at or before closing. The Commitment shall commit that, upon recording of the Conveyance and Release Agreement entered into by County and Seller, an owner's policy of title insurance (the "Policy") shall be issued to County, as the named insured, in the amount of the payment made by County to Seller pursuant to the Standard Sales Assistance Program Participation Agreement (the "Sales Assistance Agreement") entered into by County and Seller. The Policy shall be issued to County as the named insured, insuring County's interest in the Conveyance and Release Agreement encumbering the Property subject only to the "Permitted Encumbrances" as defined in the Sales Assistance

Agreement. Buyer's counsel shall at closing deliver a "marked up" Commitment to County deleting all requirements in the Commitment to be complied with and containing only the Permitted Encumbrances as title exceptions, and changing the effective date of the Commitment to "the time and date of recordation of the Conveyance and Release Agreement." It is expressly understood and agreed that the Commitment and the Policy shall insure the County's interest in the Conveyance and Release Agreement as an encumbrance on the Property prior to any mortgage or other encumbrance on the Property and subject only to the Permitted Encumbrances. County shall be responsible for the payment of the title insurance premium for the Policy at the minimum promulgated rate according to the rules promulgated by the Florida Department of Insurance and Florida law.

In the event a contract of sale for the Property does not contain the provision contained above or in the event Purchaser's counsel does not timely deliver to County the Commitment or the Policy in the form described above, then in such event County shall have no obligation to pay the Differential Payment or any other amount with respect to this Agreement to Owner, Realtor, or anyone else.

22. Consideration. Owner understands and agrees that County is providing valuable consideration for Owner's execution of the CAR Agreement in the form of:
  - i. The Differential Payment;
  - ii. Appraisal services for Owner's Property; and
  - iii. Assistance with the sale of Owner's Property, as set forth in this Agreement.
23. Purpose and Scope of the CAR Agreement. Owner acknowledges and agrees the purpose and scope of the CAR Agreement is described in **Exhibit A**, attached hereto and made a part hereof.
24. Base Title Information. Owner shall furnish to County, on or before ten (10) calendar days after the date of the full execution of this Agreement, any abstract of title for the Property in Owner's possession and copies of any owner's or mortgagee policy(ies) of title insurance, and surveys for the Property (all of the preceding are collectively referred to as "Base Title Information") which Owner owns or which may be in Owner's possession.
25. Title Search. County may, at County's expense, obtain the following information ("County's Title Information"): (i) a title search or title report acceptable to County for the Property, which search or report may be updated from time to time; or (ii) a title insurance commitment, as same may be updated from time to time, written on a company acceptable to County, proposing to insure County's interest in the Property created by the CAR Agreement, which title insurance commitment shall have an effective date subsequent to the date of the full execution of this Agreement, and list and identify all instruments of record affecting title to the Property and list the requirements of Owner and those matters to be discharged by Owner prior to closing for conveyance of marketable title to the interest conveyed to County by the CAR Agreement, which conveyance shall be subject only to the Permitted Encumbrances. County shall also have the right to obtain at County's

expense searches for the Property (collectively the "Searches"), as same may be updated from time to time, from appropriate authorities for delinquent taxes, municipal liens, assessments, unpaid utilities, code violations, open permits, waste fees, and any other outstanding charges with regard to the Property or Owner.

Title to the Property shall be considered defective unless: (i) County's Title Information shows Owner to have marketable fee simple title to the Property described on **Exhibit B** in accordance with title standards adopted from time to time by The Florida Bar and in accordance with law, free and clear of all leases, options to purchase, contracts for sale, ownership of any improvements by others, liens, encumbrances, exceptions and qualifications, and all other matters other than those set forth in Paragraph 26 of this Agreement and those which shall be discharged by Owner or subordinated to the CAR Agreement at closing, and (ii) the Searches reveal no unpaid or delinquent charges or fees due and owing with regard to the Property and no open permits or violations with regard to the Property, except those that can and will be discharged by Owner at closing.

County or County's representative shall notify Owner of any objections or title defects to the Property (collectively, the "Objections"). Owner shall use its best efforts to cure any Objections including through the institution of any necessary lawsuits and the payment of all necessary sums for the purpose of curing same. If Owner is unable to cure all Objections within thirty (30) days after receipt of such Objections from County or County's representative, then County at its election may terminate this Agreement. Upon such termination, County and Owner shall be released from all further obligations under this Agreement, except for those obligations of Owner that specifically survive a termination of this Agreement.

26. Conveyance/Permitted Encumbrances. The CAR Agreement shall be conveyed by Owner to County at closing by delivery of a properly executed and acknowledged instrument of conveyance in the form attached hereto and made a part hereof as **Exhibit A**, subject only to the following exceptions ("Permitted Encumbrances"):

- (i.) Zoning regulations and prohibitions imposed by governmental authority;
- (ii.) Taxes for the year of closing and subsequent years;
- (iii.) Restrictions and matters appearing on the Plat or otherwise common to the subdivision;
- (iv.) Outstanding oil, gas and mineral rights of records without right of entry;
- (v.) Such other exceptions as are acceptable to County, in County's sole and absolute discretion, provided that such acceptance by County is communicated to Owner in writing;

and provided there exists at closing no violation of the items identified in (i.) through (v.) above and none prevent the use of the Property by County as set forth in the CAR Agreement.

27. Existing Mortgages and Leases, Options, Contracts, and Other Interests. Owner shall furnish to County, at Owner's sole cost and expense, copies of all written leases and any

options and contracts of sale, together with estoppel letters (and consents if required by County) from each lessee, optionee, contract vendee, mortgagee, condominium association, homeowner association, and all others having an interest in the Property, describing in detail the nature of their respective interests. Owner represents and warrants to County that there are no part(ies) in possession (other than Owner), options to purchase, or contracts for sale covering all or any part of the Property, other than those disclosed pursuant to the immediately preceding sentence.

From the date of Owner's execution hereof, Owner represents and warrants that Owner shall not enter into or modify any lease (oral or written), option to purchase, contract for sale, or grant to any person(s) (natural or artificial) any interest in the Property or any part thereof or any improvement thereon or encumber or suffer the Property or any part thereof to be encumbered by any mortgage or other lien, or enter into any executory contract to be paid or performed after closing, without the prior written consent of County, which consent may be granted or withheld by County in County's sole discretion.

Owner agrees that it will take all necessary actions, including the expenditure of all reasonable sums of money, to terminate or subordinate to the CAR Agreement any and all leases, rights of occupancy, options to purchase, contracts for sale, and interests, mortgages, liens, and encumbrances of any persons or entities in and to the Property or any part thereof or in and to any improvements thereon, other than the Permitted Encumbrances, so that, at closing, Owner will convey the rights granted by the CAR Agreement to County free and clear of all such items other than the Permitted Encumbrances. Owner shall furnish to County prior to the closing written evidence of such termination or subordination described in the preceding sentence, and provide to County at closing an affidavit in the form attached hereto as **Exhibit D** ("Title, Possession and Lien Affidavit"). Owner meeting all of its obligations hereunder is a condition precedent to the closing of this transaction.

28. Documentary Stamps, Property Taxes, and Recording Costs. County shall pay the documentary stamp tax required by law to be paid upon recordation of the CAR Agreement in the Public Records. Owner shall pay any delinquent Property taxes through the date of closing and the cost of recording any corrective, termination, or release instruments that County deems necessary to assure good and marketable title without any title defects. County shall be responsible for the cost (if any) of recording the CAR Agreement.
29. Special Assessments Liens. The term special assessment lien(s) shall mean all liens on the Property arising out of a special improvement by any city, town, municipal corporation, county, or other governmental entity pursuant to any general or special act of the legislature providing a special benefit to land abutting, adjoining, or contiguous to the special improvement. Said special improvement shall include, but is not limited to, paving, repaving, hard surfacing, rehard surfacing, widening, guttering, and draining of streets, boulevards, alleys, and sidewalks, construction or reconstruction of sanitary sewers, storm sewers, drains, water mains, water laterals, water distribution facilities, and all appurtenances thereto.

For the purpose of closing or settlement of this purchase, such special assessment liens shall be designated as either "certified" or "pending." A certified lien is hereby defined as a lien which has been certified, confirmed, or ratified pursuant to the statute, special act,

ordinance, or resolution creating same and for which the exact amount of same has been determined. A pending lien is a lien that has been created or authorized by an enabling resolution adopted by the appropriate governmental entity, causing said lien to attach to and become an encumbrance upon the subject Property but for which there has been no determination of the final amount of same.

County may require that Owner discharge a certified lien prior to closing, and, in such event, Owner shall deliver to County appropriate receipts, satisfactions or releases proving such payment, or in the alternative, Owner shall cause said lien(s) to be satisfied out of the proceeds of sale received by Owner at closing, and certified liens shall be considered a title defect. County may require Owner to establish an escrow to address payment of pending liens.

30. Survey. At County's cost, County may obtain a survey of the Property by a land surveyor or engineer registered in the State of Florida. If the survey shows any encroachments on the Property, or that the improvements presumed to be located on the Property in fact encroach on setback lines, easements, or lands of others, or violate any restriction or applicable governmental regulation, the same shall be treated as a title defect rendering title unmarketable to the same extent as is provided in Paragraph 25 above.
31. Construction Liens.
  - (a) Owner hereby represents and warrants to County that as of the date hereof and as of closing there are, and shall be, no claims or potential claims for construction liens either statutory or at common law, and that neither Owner nor Owner's agent has caused to be made on the Property within ninety (90) calendar days immediately preceding the date of this Agreement any improvement which could give rise to any construction lien on the Property or the improvements thereon. In addition, Owner represents and warrants to County that neither Owner nor Owner's agent shall cause any improvements to be made on the Property within ninety (90) calendar days prior to the closing which could give rise to any construction lien for which any bills shall remain unpaid at closing. Owner shall furnish to County, at time of closing, a Title, Possession and Lien Affidavit in the form attached hereto as **Exhibit D**.
  - (b) If any improvements have been made within said ninety (90) calendar day period, Owner shall deliver releases or waivers of all construction liens which were executed by all general contractors, subcontractors, suppliers, or material-providers, in addition to Owner's affidavit setting forth the names of all such general contractors, subcontractors, suppliers, and material providers, and further reciting that, in fact, all bills for work to the Property, which could serve as the basis for a lien, have been paid in full.
32. Notice. Whenever either Party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, or by overnight delivery (i.e., FedEx, Express Mail, United Parcel Service) with receipt confirmation, or by hand delivery with receipt confirmation, addressed to the Party for whom it is intended, at the place last specified as the place for giving notice in compliance with the provisions of this paragraph. The Parties may change the addresses

at which notice is to be given in the same manner as provided in this paragraph and such notice shall be effective when received. Notices delivered by certified mail shall be deemed received by Owner on the date the postal service first attempts delivery of the notice at Owner's address (regardless of whether delivery is accepted). Notices delivered by hand delivery or overnight delivery service shall be deemed received on the date the delivery service or overnight delivery first attempts delivery of the notice at Owner's address (regardless of whether delivery is accepted).

FOR BROWARD COUNTY

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

FOR OWNER

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

33. Public Disclosure. Owner hereby represents and warrants to County that the names and addresses of all persons or firms having a beneficial interest in the Property are as follows:

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

Owner further agrees that at least ten (10) calendar days prior to closing, in accordance with Section 286.23, Florida Statutes, Owner shall make a public disclosure in writing, under oath and subject to the penalties prescribed for perjury, which shall state the name and address of Owner and the name and address of every person having any beneficial interest in the Property. Owner, by execution hereof, acknowledges receipt of notice in compliance with Section 286.23(2), Florida Statutes, or waives same.

34. Broker's Commission. Owner shall indemnify, defend, and hold harmless County, its commissioners, officers, counsel, employees, agents, consultants, and representatives from and against all liabilities, damages, claims, demands, costs, fees, and expenses whatsoever (including reasonable attorneys' fees, and court costs through all trial and appellate levels) with respect to a claim or demand for commissions in connection with the CAR Agreement or the Property. Notwithstanding anything to the contrary contained in this Agreement or the CAR Agreement, the provisions of this paragraph shall survive the closing and any cancellation or termination of this Agreement.
35. Release. Owner does hereby release County, its commissioners, officers, agents, servants, employees, successors, and assigns, to the extent set forth in the CAR Agreement, of and from any and all claims, demands, or causes of action of every kind or nature which Owner now has, has ever had, or may have in the future including, but not limited to, damages to the Property and the improvements thereon due to any of the effects, activities, and incidents addressed by or described in the CAR Agreement that

may occur during the term of the CAR Agreement. 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.

36. Indemnity. Owner shall at all times hereafter indemnify, hold harmless, and defend County and all of County's current and former officers, agents, servants, and employees (collectively and individually, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses (collectively and individually, a "Claim"), raised or asserted by any person or entity not a party to this Agreement, which Claim is caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Owner, its current or former officers, employees, agents, servants, tenants, or others occupying the Property, arising from, relating to, or in connection with this Agreement. In the event any Claim is brought against an Indemnified Party, Owner shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. To the extent considered necessary by the County Attorney, any sums due Owner under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County. 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.
37. Sole Acts of Owner. The Parties hereby agree that Owner is not an agent or representative of County and that any acts of Owner are the sole acts of Owner.
38. Assignment. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered under any circumstances by Owner without the prior written consent of the Director of Aviation or the Director's designee on behalf of County, which consent may be withheld by County with or without cause (even if County's refusal to grant consent is unreasonable).
39. Default. In the event that either Party hereunder shall fail to carry out any of the terms or conditions of this Agreement, then at the election of the nondefaulting party, this Agreement may be terminated upon written notice thereof to the defaulting party.
40. 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 plural shall include the singular, and the use of any gender shall include all genders.
41. Survival of Covenants. The covenants and representations of Owner in this Agreement shall continue to be true from the date of Owner's execution of this Agreement through and including the date of closing and shall survive delivery and recordation of the CAR Agreement.

42. Waiver. Failure of either Party to insist upon strict performance of any term, covenant, condition, or right of this Agreement or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future performance of any such term, covenant, condition, or right, but the same shall remain in full force and effect.
43. Modification. This Agreement incorporates and includes 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 Agreement 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, waiver, 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 and any such document shall be executed on behalf of the County by the Director of Aviation or the Director's designee on behalf of County
44. Agreement Effective. This Agreement or any modification, amendment, waiver, or alteration thereto, shall not be effective or binding upon any of the Parties hereto until it is executed by all Parties hereto.
45. Time of the Essence. Time is of the essence of each and every provision of this Agreement. The expiration of any period of time prescribed in this Agreement shall occur at 5:00 p.m. on the first business day following the end of the period. All time periods in this Agreement shall be deemed to be in calendar days unless otherwise so stated.
46. Paragraph Headings. The article and paragraph headings or titles utilized herein are inserted only as a matter of convenience for reference and in no way define, limit, or describe the scope or intent of any provision of this Agreement and shall not be construed to effect in any manner the terms and provisions hereof or interpretation or construction hereof.
47. 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 health department.
48. Further Undertakings. The Parties agree that each shall cooperate with the other in good faith and shall correct any mathematical errors, execute such further documents, and perform such further acts as may be reasonably necessary or appropriate to carry out the purpose and intent of this Agreement. Preparation of this Agreement has been a joint effort of County and Owner, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.
49. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial

Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, OWNER AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS PROVISION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

50. Termination. Owner may terminate this Agreement at any time for any reason upon not less than thirty (30) calendar days' written notice to County, provided that such notice must be given prior to recording the CAR Agreement and prior to payment of the Differential Payment by County, and in any such event of termination by Owner, Owner shall not be allowed to reenter the Standard Program without the prior written consent of the Director of Aviation or the Director's designee on behalf of County, which consent may be withheld by County with or without cause (even if County's refusal to grant consent is unreasonable).

County may terminate this Agreement upon not less than thirty (30) calendar days' written notice to Owner if (a) Owner fails to perform or abide by any of the terms or conditions contained in this Agreement; or (b) if it becomes apparent that any lienholder or encumbrancer will not subordinate its interest to the CAR Agreement, or consent to the CAR Agreement in a document that is determined to be the legal equivalent of a subordination by the title insurance company insuring the County's interest in the CAR Agreement. The preceding termination rights of County are in addition to any other termination rights of County to terminate this Agreement as set forth herein.

All notices of termination pursuant hereto shall be given as provided in Paragraph 32, above. The Director of Aviation or the Director's designee is authorized, on behalf of County, to make determinations to terminate this Agreement, to send notices of termination, and to execute and record (as necessary) such other documents as may be required pursuant hereto or pursuant to the other provisions of this Agreement. This Agreement may also be terminated at any time prior to the closing, for convenience and in its sole and absolute discretion, by County acting through its County Administrator, the Director of Aviation, or the Director's designee.

51. Events Subsequent to Execution of this Agreement. In the event Owner, at any time following execution and delivery of this Agreement: (a) encumbers, or attempts to encumber, the Property; (b) files for or declares bankruptcy or otherwise becomes insolvent; (c) fails to make timely payment with respect to any outstanding loan secured by the Property, regardless of whether or not the lender thereunder initiates foreclosure proceedings; or (d) dies, divorces, or changes his, her, or its name, then County's obligation under this Agreement shall immediately cease until Owner (or any successor owner of the Property) provides to County evidence satisfactory to County in County's sole discretion that all persons having or acquiring any right, title, or interest in or to the Property

shall have assumed in writing or shall otherwise have agreed to be bound by the provisions of this Agreement. A failure to provide such evidence to County within thirty (30) calendar days following written demand by County, in accordance with Paragraph 32 hereof, shall entitle County to terminate this Agreement by written notice to Owner.

52. Interpretation. Notwithstanding that this Agreement was prepared by one Party hereto, it shall not be construed more strongly against or more favorably for either Party, it being known that both Parties have had equal bargaining power, have been represented (or have had the opportunity to be represented) by their independent counsel and have equal business acumen such that any rule of construction that a document is to be construed against the drafting Party shall not be applicable. The language of this Agreement has been agreed to by the Parties to express their mutual intent and no rule of strict construction shall be applied against either Party hereto. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section, article, or paragraph of this Agreement, such reference is to the section, article or paragraph as a whole, including all of the subsections of such section, article or paragraph unless the reference is made to a particular subsection or subparagraph of such section or article.
53. Governmental Immunity – Liability. Nothing herein is intended to serve as a waiver of sovereign immunity by County nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. County is a political subdivision of the State of Florida, as defined in Chapter 768.28, Florida Statutes. No commissioner, director, officer, agent, or employee of County shall be charged personally or held contractually liable under any provision of this Agreement or of any supplement, modification, or amendment to this Agreement or because of any breach thereof, or because of his, her, or its execution or attempted execution.
54. Incorporation by Reference. The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the Parties. Attachments to this Agreement include the following, which are incorporated into and made a part of this Agreement by this reference:
- EXHIBIT A: CONVEYANCE AND RELEASE AGREEMENT
- EXHIBIT B: LEGAL DESCRIPTION OF THE LAND
- EXHIBIT C: ADDENDUM TO LISTING AGREEMENT
- EXHIBIT D: TITLE, POSSESSION AND LIEN AFFIDAVIT
55. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Paragraphs 1 through 62 of this Agreement, the term, statement, requirement, or provision contained in Paragraphs 1 through 62 of this Agreement shall prevail and be given effect.

56. Multiple Originals; Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original agreement, and all of which shall constitute one agreement to be effective as of the date of execution of this Agreement by County.
57. Access to the Property. Owner agrees to allow County, its officers, employees, agents, representatives, consultants, and contractors access to the Property to conduct surveys, evaluate existing conditions, and to take other actions with respect to this Agreement or its requirements. Owner agrees to cooperate fully with County's officers, employees, agents, representatives, consultants, and contractors in providing access to the Property. Any failure by Owner to provide such access shall entitle County to terminate this Agreement for cause.
58. No Advice. Owner acknowledges counsel for County, and County's commissioners, officers, employees, agents, consultants, and representatives have represented only County with respect to this Agreement and all matters related to this Agreement. Owner further acknowledges that counsel for County, and County's commissioners, officers, employees, agents, consultants, and representatives, have made no representations and rendered no advice to Owner with respect to this Agreement or any other matter or agreement connected to or related to this Agreement, and that Owner has not relied upon counsel for County, or any of County's commissioners, officers, employees, agents, consultants, or representatives, in any way whatsoever with respect to this Agreement or any matter or agreement in connection with or related to this Agreement.
59. Enforceability. It is County's and Owner's mutual desire and intention that all provisions of this Agreement be given full effect and be enforceable strictly in accordance with their terms. If, however, any part of this Agreement is not enforceable in accordance with its terms or would render other parts of this Agreement or this Agreement, in its entirety, unenforceable, the unenforceable part or parts are to be judicially modified, if at all possible, to come as close as possible to the expressed intent of such part or parts (and still be enforceable without jeopardy to other parts of this Agreement, or this Agreement in its entirety), and then are to be enforced as so modified. If the unenforceable part or parts cannot be modified, such part or parts will be unenforceable and considered null and void in order that the mutual paramount goal (that this Agreement is to be enforced to the maximum extent possible strictly in accordance with its terms) may be achieved.
60. Other Parties. Nothing in the Agreement shall be construed as giving any person, firm, corporation, or other entity other than the Parties hereto, their successors, and assigns, any rights, remedy, or claim under or in respect to this Agreement or any provision hereof.
61. All Action Required. As a material inducement to Owner entering into this Agreement, Owner hereby covenants unto County that all action required pursuant to this Agreement that is necessary to effectuate the transaction contemplated herein will be taken promptly and in good faith by Owner, and Owner shall furnish County with such documents or further assurances as County may reasonably require.
62. Remedies Cumulative. All rights and remedies of either Party under this Agreement, at law or in equity, are cumulative, and the exercise of any right or remedy shall not be taken to exclude or waive the right to the exercise of any other. No waiver of any failure to

perform any of the terms, covenants, and conditions of this Agreement shall operate as a waiver of any other prior or subsequent failure to perform any of the terms, covenants, or conditions of this Agreement.

**STANDARD SALES ASSISTANCE PROGRAM PARTICIPATION AGREEMENT**

The Parties hereto have made and executed this Standard Sales Assistance Program Participation Agreement: BROWARD COUNTY, through its Director of Aviation or the Director's authorized designee, authorized to execute same by Board action on the \_\_\_ day of \_\_\_\_\_, 20\_\_, and OWNER, or Owner's duly authorized representatives.

COUNTY

BROWARD COUNTY

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Approved as to form byn  
Joni Armstrong Coffey  
Broward County Attorney  
Aviation Office  
2200 SW 45<sup>th</sup> Street, Suite 101  
Dania Beach, Florida 33312  
Telephone: (954) 359-6100  
Telecopier: (954) 359-1292

By: \_\_\_\_\_  
Attorney's Name (Date)  
Senior Assistant County Attorney

CCL/ch  
Standard Program Participation Agreement  
11/16/2015  
#15-071.10

**STANDARD SALES ASSISTANCE PROGRAM PARTICIPATION AGREEMENT**

**PROPERTY OWNER**

Signed, sealed and delivered  
in the presence of:

Property Owner

\_\_\_\_\_  
Witness's Signature

By: \_\_\_\_\_  
Signature

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

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

Dated: \_\_\_\_\_

\_\_\_\_\_  
Witness's Signature

By: \_\_\_\_\_  
Signature

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

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

Dated: \_\_\_\_\_

**EXHIBIT A**

**CONVEYANCE AND RELEASE AGREEMENT**

[TO BE ATTACHED]

**EXHIBIT B**

**LEGAL DESCRIPTION OF THE LAND**

[TO BE ATTACHED]

**EXHIBIT C**

**STANDARD SALES ASSISTANCE PROGRAM**

**ADDENDUM TO LISTING AGREEMENT**

"The undersigned Seller of the property ("Property") described in the attached listing agreement ("Listing Agreement") and the undersigned Broker agree and understand that Seller has entered into a Standard Sales Assistance Program Participation Agreement ("Participation Agreement") with Broward County ("County"), whereby County has agreed to pay a Differential Payment (as defined in the Participation Agreement) to Seller in connection with the sale of the Property, subject to certain conditions being met. A copy of the Participation Agreement is hereby attached to this Listing Agreement and made a part hereof. The terms and conditions of the Participation Agreement hereby supersede all terms and conditions of this Listing Agreement that are in conflict with the terms and conditions of the Participation Agreement. The Seller and Broker acknowledge and agree that each has read the Participation Agreement, and Seller and Broker hereby modify the Listing Agreement as provided herein. The Seller and Broker acknowledge and agree that each will comply with all of the terms and provisions of the Participation Agreement that are applicable to the sale of the Property. Further, Seller and Broker acknowledge and agree that any contract for the sale of the Property will include a specific provision stating that the Property will be subject to all of the terms and conditions of the Conveyance and Release Agreement ("CAR Agreement") described in and made a part of the Participation Agreement. A copy of the CAR Agreement and the Participation Agreement must be attached to and made a part of all sales contracts for the Property. The CAR Agreement must be recorded in the Public Records of Broward County Florida (the "Public Records") as an encumbrance on the Property prior to any conveyance of the Property. In the event the Participation Agreement is terminated for any reason whatsoever, County shall have no obligation to pay the Differential Payment set forth in the Participation Agreement or any other amount to Seller, Broker, or anyone else, and, upon any such termination, Seller, Broker, and all others shall have no right or claim against County with respect to the provisions of the Participation Agreement. If Broker and Seller fail to attach and incorporate the Participation Agreement and the CAR Agreement into the Listing Agreement and make it a part of the Listing Agreement and the sales contract, County shall have no obligation to pay the Differential Payment set forth in the Participation Agreement or any other amount to Seller, Broker, or anyone else with respect to the Participation Agreement. If the CAR Agreement is not recorded in the Public Records as an encumbrance on the Property prior to the sale of the Property by Seller, or if the recorded CAR Agreement does not have legal priority over all liens and encumbrances encumbering the Property, except for the Permitted Encumbrances (as defined in the Participation Agreement), or if all certified, noncertified, and pending liens and encumbrances against the Property are not subordinated to the CAR Agreement prior to the sale of the Property, except for the Permitted Encumbrances, then County shall have no obligation to pay the Differential Payment or any other amount with respect to the Participation Agreement to Seller, Broker, or anyone else. In no event is County responsible to any broker, including Broker, salesperson, or any other party for payment of real estate commissions associated with the sale of the Property. The Listing Agreement must be in a form acceptable to County prior to execution by Seller and may not be amended or modified without the prior written consent of County. The Listing Agreement must specifically state that the Property is being sold subject to all of the terms and conditions of the CAR Agreement. Any contract for sale of the Property entered into by the Seller must attach and incorporate a copy of the CAR Agreement and the Participation Agreement as exhibits and must contain the purchaser's acknowledgement that the CAR Agreement will be

recorded in the Public Records prior to the recordation of the deed of conveyance of the Property to the purchaser."

SELLER

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness's Signature

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

\_\_\_\_\_  
Witness's Signature

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

SELLER

By: \_\_\_\_\_  
Signature

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

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Signature

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

Dated: \_\_\_\_\_

BROKER

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness's Signature

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

BROKER

By: \_\_\_\_\_  
Signature

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

Dated: \_\_\_\_\_

**EXHIBIT D**

**TITLE, POSSESSION AND LIEN AFFIDAVIT**

[TO BE ATTACHED]

**BROWARD COUNTY  
STANDARD SALES ASSISTANCE PROGRAM**

**ADDENDUM TO LISTING AGREEMENT**

The undersigned Seller of the property ("Property") described in the attached listing agreement ("Listing Agreement") and the undersigned Broker agree and understand that Seller has entered into a Standard Sales Assistance Program Participation Agreement ("Participation Agreement") with Broward County ("County"), whereby County has agreed to pay a Differential Payment (as defined in the Participation Agreement) to Seller in connection with the sale of the Property, subject to certain conditions being met. A copy of the Participation Agreement is hereby attached to this Listing Agreement and made a part hereof. The terms and conditions of the Participation Agreement hereby supersede all terms and conditions of this Listing Agreement that are in conflict with the terms and conditions of the Participation Agreement. The Seller and Broker acknowledge and agree that each has read the Participation Agreement, and Seller and Broker hereby modify the Listing Agreement as provided herein. The Seller and Broker acknowledge and agree that each will comply with all of the terms and provisions of the Participation Agreement that are applicable to the sale of the Property. Further, Seller and Broker acknowledge and agree that any contract for the sale of the Property will include a specific provision stating that the Property will be subject to all of the terms and conditions of the Conveyance and Release Agreement ("CAR Agreement") described in and made a part of the Participation Agreement. A copy of the CAR Agreement and the Participation Agreement must be attached to and made a part of all sales contracts for the Property. The CAR Agreement must be recorded in the Public Records of Broward County Florida (the "Public Records") as an encumbrance on the Property prior to any conveyance of the Property. In the event the Participation Agreement is terminated for any reason whatsoever, County shall have no obligation to pay the Differential Payment set forth in the Participation Agreement or any other amount to Seller, Broker, or anyone else, and, upon any such termination, Seller, Broker, and all others shall have no right or claim against County with respect to the provisions of the Participation Agreement. If Broker and Seller fail to attach and incorporate the Participation Agreement and the CAR Agreement into the Listing Agreement and make it a part of the Listing Agreement and the sales contract, County shall have no obligation to pay the Differential Payment set forth in the Participation Agreement or any other amount to Seller, Broker, or anyone else with respect to the Participation Agreement. If the CAR Agreement is not recorded in the Public Records as an encumbrance on the Property prior to the sale of the Property by Seller, or if the recorded CAR Agreement does not have legal priority over all liens and encumbrances encumbering the Property, except for the Permitted Encumbrances (as defined in the Participation Agreement), or if all certified, noncertified, and pending liens and encumbrances against the Property are not subordinated to the CAR Agreement prior to the sale of the Property, except for the Permitted Encumbrances, then County shall have no obligation to pay the Differential Payment or any other amount with respect to the Participation Agreement to Seller, Broker, or anyone else. In no event is County responsible to any broker, including Broker, salesperson, or any other party for payment of real estate commissions associated with the sale of the Property. The Listing Agreement must be in a form acceptable to County prior to execution by Seller and may not be amended or modified without the prior written consent of County. The Listing Agreement must specifically state that the Property is being sold subject to all of the terms and conditions of the CAR Agreement. Any contract for sale of the Property entered into by the Seller must attach and incorporate a copy of the CAR Agreement and the Participation Agreement as exhibits and must contain the purchaser's acknowledgement that the CAR Agreement will be

recorded in the Public Records prior to the recordation of the deed of conveyance of the Property to the purchaser.

SELLER

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness's Signature

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

\_\_\_\_\_  
Witness's Signature

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

SELLER

By: \_\_\_\_\_  
Signature

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

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Signature

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

Dated: \_\_\_\_\_

BROKER

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness's Signature

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

BROKER

By: \_\_\_\_\_  
Signature

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

Dated: \_\_\_\_\_

**BROWARD COUNTY  
STANDARD SALES ASSISTANCE PROGRAM**

**STANDARD PROGRAM CONDITIONS ACKNOWLEDGEMENT**

Property Address: \_\_\_\_\_ (the "Property")

This Property is located near the Fort Lauderdale-Hollywood International Airport and is participating in the Broward County ("County") Standard Sales Assistance Program ("Standard Program"). All purchase offers for the Property must be personally delivered to County's Program Management Office ("PMO") within one (1) business day of receipt of the purchase offer by Seller, Seller's agent, or the undersigned realtors. All responses to purchase offers must include the following:

1. Notice to the prospective purchasers that the sale is subject to a Conveyance and Release Agreement ("CAR Agreement") to be recorded in the Public Records of Broward County prior to the deed of conveyance for the Property. The CAR Agreement must be executed by Seller and County.
2. All liens, including mortgages, must be subordinated to the CAR Agreement or consented to the CAR Agreement in a document that is determined to be the legal equivalent of a subordination by the title insurance company insuring the County's interest in the CAR Agreement, to ensure the CAR Agreement has legal priority over all such mortgages, liens, and encumbrances on the Property.
3. The PMO must be notified by Seller of the scheduled closing date in writing at least twenty-five (25) business days prior to the scheduled closing date. All closings must occur within ninety (90) calendar days of the date of the Purchase and Sale Contract.
4. This Standard Program Conditions Acknowledgement, the Standard Program Participation Agreement between the Seller and County, and the CAR Agreement between the Seller and County, must be attached to the Purchase and Sale Contract. The terms contained in this Acknowledgement are incorporated into the Purchase and Sale Contract for the Property. The terms of this Standard Program Conditions Acknowledgement, the Standard Sales Assistance Program Participation Agreement between Seller and County, and the CAR Agreement between Seller and County are non-negotiable.
5. The undersigned Buyer(s) and Seller(s) acknowledge the Property will not be eligible for any additional benefits associated with County's Noise Mitigation Program. The undersigned Buyer(s) and Seller(s) acknowledge that the closing will not occur unless the recorded CAR Agreement will be prior to and have legal priority over all mortgages, liens, and encumbrances against the Property.

Please contact \_\_\_\_\_ at 200 East Dania Beach Blvd., Dania Beach, Florida 33004 or (954)\_\_\_\_ - \_\_\_\_ if you have any questions.

\_\_\_\_\_  
SELLER'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
BUYER'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SELLER'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
BUYER'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SELLER'S REALTOR'S  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
BUYER'S REALTOR'S  
SIGNATURE

\_\_\_\_\_  
DATE

**BROWARD COUNTY  
STANDARD SALES ASSISTANCE PROGRAM**

**PROGRAM MANAGEMENT OFFICE RECOMMENDATION**

**Owner(s)** \_\_\_\_\_

**Parcel Address** \_\_\_\_\_

**Appraised Value** \_\_\_\_\_

**Length of Time on Market** \_\_\_\_\_

**Offer History** \_\_\_\_\_

**Offer Price** \_\_\_\_\_

**Miscellaneous Information** \_\_\_\_\_

**Offer** \_\_\_\_\_

**Realtor Recommendation or Comments** \_\_\_\_\_

**Program Management Office Recommendation** \_\_\_\_\_

**Broward County Aviation Department Approval** \_\_\_\_\_

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

**BROWARD COUNTY  
DESCRIPTION OF CONVEYANCE AND RELEASE PROGRAM**

NAME OF OWNER \_\_\_\_\_ PHONE \_\_\_\_\_  
NAME OF OWNER \_\_\_\_\_ PHONE \_\_\_\_\_

PROPERTY ADDRESS: \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_  
PARCEL FOLIO NUMBER \_\_\_\_\_

By signing this Description of Conveyance and Release Program (the "Description"), the above-named owner(s) (all such persons being hereinafter referred to collectively and individually as, "Owner") acknowledge their intent to participate in the Conveyance and Release Program ("CAR Program") offered by Broward County ("County"). Owner understands that participation in the CAR Program is contingent upon evidence of the Owner's eligibility for the CAR Program in accordance with CAR Program guidelines. The Owner has been provided with a Homeowner Package that describes the County's CAR Program and that includes a copy of the County's form Conveyance and Release Program Participation Agreement (the, "Participation Agreement"). Owner acknowledges that a member of the County's Program Management Office ("PMO") has reviewed the Homeowner Package, including the Participation Agreement, with the Owner.

All Owners signing below understand and acknowledge as follows:

1. The property that is the subject of this Description is identified above (the "Property"). To the best of Owner's knowledge, the following are the owners of the Property at the time of signing this document: \_\_\_\_\_ (such persons being referred to individually and collectively as, the "Owner").
2. The CAR Program is a voluntary program whereby the Property will be encumbered by a Conveyance and Release Agreement (the "CAR Agreement"). Owner understands such CAR Agreement will be recorded in the Public Records of Broward County, Florida (the "Records") and encumber the Property in exchange for a payment ("Purchase Price") by County based on a percentage of the fair market value ("FMV") of the Property. The Purchase Price will be paid to the Owner of the Property. The FMV and the amount of the Purchase Price will be determined as provided in the Participation Agreement.
3. County, at its expense, will obtain title work and searches for the Property to determine ownership and liens, taxes and assessments for the Property. Owner understands that if the title work and searches for the Property indicate for any reason that the Property is not marketable, or that the CAR Agreement will not have legal priority in the Records and be superior to the deed of conveyance and all liens and encumbrances on the Property, the Property will be deemed ineligible to continue participation in the CAR Program. If all Owners do not sign the CAR Agreement or if all lienholders do not subordinate their interests to the CAR Agreement, then the Property will be ineligible to continue participation in the CAR Program. Owner acknowledges and agrees that County shall have the right to contact any

lenders, lienholders, or mortgagors of the Property. This provision does not require the County to contact lenders, lienholders, or mortgagors of the Property.

4. County, at its expense, will have an appraisal of the Property prepared by a Florida State Certified Appraiser ("County Appraisal"). The County Appraisal will contain the appraiser's opinion of the value of the Property and will be prepared according to the Uniform Appraisal Standards for Federal Land Acquisition and in accordance with the Uniform Standards of Professional Appraisal Practice as set forth by the Appraisal Standards Board of the Appraisal Foundation. The County Appraisal will be submitted on the Uniform Residential Report Form. Owner understands that the County Appraisal, and any "Owner Appraisal" (as defined below) must be certified by the Program Review Appraiser ("Review Appraiser") in the Review Appraisal Statement ("RAS") to be utilized in this program.
5. Owner understands that it will be necessary for County and the County's and any Owner's appraisers to inspect the inside and outside of the Property and Owner gives permission to the County and all appraisers to inspect the Property at reasonable times for the purpose of completing the appraisal of the Property. Owner understands that at least one Owner must be present at during the appraiser inspection(s). It is the responsibility of Owner to cooperate in scheduling mutually convenient time(s) for the appraisal(s) of the Property.
6. After the County Appraisal and the RAS are completed and are received by the County's PMO, Owner must meet with representatives of the PMO to discuss the results of the RAS. Owner understands the RAS will establish the value of the Property for the purpose of the CAR Program. Owner will have ten (10) calendar days after meeting with the PMO to make a decision as to whether to sign the Participation Agreement and Request for Taxpayer Identification Number Acknowledgement form attached hereto as Exhibit K-1, or obtain an additional appraisal as described in Paragraph 7. Owner acknowledges that Owner has been provided with a copy of the form Participation Agreement.
7. As part of this process, Owner understands that Owner may obtain an additional appraisal of the Property at Owner's expense (the "Owner Appraisal") to present to the Review Appraiser for consideration. Owner understands that obtaining the Owner Appraisal must be done in a timely manner not to exceed thirty (30) calendar days from receipt of the County Appraisal and ten (10) day decision period discussed in Paragraph 6. Obtaining the second appraisal must not slow down the program appraisal process. If Owner decides to hire an additional appraiser at Owner's expense, the appraiser must be a Florida State Certified Appraiser and follow all state, federal, and Standard Program guidelines for the Owner Appraisal to be considered by the Review Appraiser. Owner understands that Owner must meet with the PMO to discuss the Review Appraiser's conclusion of the FMV for the property. Owner understands that Owner is responsible for any expense related to the Owner Appraisal. Owner also understands that Owner is under no obligation to obtain any additional appraisal of the Property.
8. Owner must deliver the fully executed Request for Taxpayer Identification Number Acknowledgment, in the form attached hereto as Exhibit K-1, to PMO simultaneously with the execution and delivery of the Participation Agreement.
9. Owner understands the CAR Program is a voluntary program and that there will be no negotiation with the Owner of the appraised amount set forth in the RAS, or the manner in which the appraised amount was determined, by the Review Appraiser.

10. If Owner is dissatisfied with the determination of the value of the Property established in the RAS or Owner does not want to participate in the CAR Program for any other reason, Owner is under no obligation to enter into the Participation Agreement, to sign the CAR Agreement, or to record the CAR Agreement against the Property.
11. If Owner chooses to enter the CAR Program, then each Owner of the Property must sign the Participation Agreement. The Participation Agreement will require each Owner to execute a CAR Agreement that will be recorded in the public records and encumber the Property. Owner understands that the CAR Agreement must be recorded superior to and have legal priority over all mortgages, liens, and encumbrances, encumbering the Property. Each Owner acknowledges receipt of the form CAR Agreement.
12. Owner understands that the consideration for the CAR Agreement is 14.4% of the FMV established in the RAS if the Property previously participated in the County's Noise Mitigation Sound Insulation Program or 21.9% of the FMV established in the RAS if the Property is ineligible for the Noise Mitigation Sound Insulation Program. Owner understands that this amount is not subject to negotiation. Owner also acknowledges and agrees that such amount is valuable consideration to Owner for execution by Owner of the Participation Agreement and execution of the CAR Agreement.
13. In the event Owner chooses not to enter into the CAR Program and sign the Participation Agreement or the CAR Agreement, then Owner will not be responsible for reimbursement of any funding expended by the County or the PMO regarding Owner's intended participation in the CAR Program. However, Owner will be responsible for the cost of any appraisal of the Property that Owner elects to obtain.
14. In the event Owner chooses not to enter into the CAR Program and sign the Participation Agreement with the County, Owner may be invited at County's sole discretion into the Standard Sales Assistance Program ("Standard Program") at a later date.
15. The Owner understands the County and the PMO does not represent the Owner and is not providing the Owner with any legal or tax advice.
16. Owner and the Property may be terminated at any time from the CAR Program upon the recommendation of the PMO and approval of the Broward County Aviation Department ("BCAD"). Reasons for termination from the CAR Program include, but are not limited to, Owner not agreeing with the FMV of the Property established by the RAS, Owner is unable to obtain a subordination agreement or a legally equivalent document to ensure the CAR Agreement is superior to and has legal priority over all mortgages, liens, and encumbrances encumbering the Property, title issues for the Property are not resolved in accordance with the terms of the Participation Agreement, Owner's failure to timely execute and deliver the CAR Agreement to County, the failure of the CAR Agreement to be recorded in accordance with the terms and conditions of the Participation Agreement, or any other reason, as determined in the sole and absolute discretion of BCAD.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

## DESCRIPTION OF CONVEYANCE AND RELEASE PROGRAM

BY PROPERTY OWNER(S):

I have read and understand this Description of Conveyance and Release Program and I have signed it on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name of Owner

\_\_\_\_\_  
Print Name of Owner

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

**BROWARD COUNTY**

**REQUEST FOR TAXPAYER IDENTIFICATION NUMBER ACKNOWLEDGMENT**

Property Address: \_\_\_\_\_

Property Tax Folio Number: \_\_\_\_\_ Date of this Acknowledgment: \_\_\_\_\_

**Please check the appropriate box (only one box should be selected):**

This Acknowledgment (“Acknowledgment”) is being executed in consideration of that certain **Conveyance and Release Program Participation Agreement** dated \_\_\_ day of \_\_\_\_\_, 20\_\_ (the “CAR Program Agreement”) between Broward County (“County”) and \_\_\_\_\_ (“Owner”).

This Acknowledgment is being executed in consideration of that certain **Standard Sales Assistance Program Participation Agreement** dated \_\_\_ day of \_\_\_\_\_, 20\_\_ (the “Standard Program Agreement”) between Broward County (“County”) and \_\_\_\_\_ (“Owner”).

County and Owner agree as follows:

Owner has received an Internal Revenue Service (“IRS”) Form W-9 (“W-9”) or an IRS Form W-8 series form (“W-8”) (e.g., W-8BEN, W-8BEN-E, W-8EXP, W-8IMY) (the W-9 and W-8 are individually referred to as a “Form”) from a representative of W.D. Schock Company, Inc. (“WDS”). Owner shall complete, execute, and deliver the applicable Form to the reporting person (“Reporting Person”), as defined by Treas. Reg. § 1.6045-4 (the “Regulations”) on or before closing pursuant to the CAR Program Agreement or the Standard Program Agreement.

The purpose of the Form is to request Owner’s taxpayer identification number (“TIN”) to allow the reporting person to report to the IRS on an information return Form 1099-S, Proceeds From Real Estate Transactions, the gross proceeds received by Owner in accordance with the terms of the CAR Program Agreement or the Standard Program Agreement, as applicable. Owner acknowledges that this solicitation is made on behalf of the Reporting Person, and that Owner will be providing the Form to the Reporting Person. Owner hereby agrees to cooperate with the Reporting Person and WDS on reporting.

Owner is required by law to provide Owner’s TIN to the Reporting Person. If Owner does not provide the Reporting Person with Owner’s TIN, Owner may be subject to civil or criminal penalties imposed by law.

Owner shall be required to certify the correctness of its TIN under penalties of perjury. It is expressly understood and agreed by Owner that the timely delivery of the applicable completed and executed Form to WDS is an express condition that must occur for the closing contemplated in the CAR Program Agreement, or the Standard Program Agreement, as applicable, to be completed.

## REQUEST FOR TAXPAYER IDENTIFICATION NUMBER ACKNOWLEDGMENT

In the case of the Standard Program Agreement, Owner shall include in any contract of sale for the property described above or in a separate agreement (collectively, the "Contract"), all of the following provisions:

1. The undersigned [Buyer's counsel][\_\_\_\_\_] (the disbursing title or escrow company that is most significant in terms of gross proceeds disbursed)], whose address is [\_\_\_\_\_], is hereby designated as the "reporting person" (the "Designated Reporting Person") pursuant to paragraph (e)(5) of Treas. Reg. § 1.6045-4. Treas. Reg. § 1.6045-4 is hereinafter referred to as the "Regulations."
2. The undersigned Designated Reporting Person represents and warrants that it is a person listed at Treas. Reg. § 1.6045-4(e)(5)(ii) that may be designated as a reporting person.
3. The Designated Reporting Person shall comply with all the requirements for a reporting person under the Regulations, including but not limited to:
  - a. Soliciting taxpayer identification numbers ("TINs"), retaining such TINs for four years following the calendar year that includes the date of closing, and making such solicitations available to the Internal Revenue Service ("IRS").
  - b. Timely filing Form 1099-S, Proceeds From Real Estate Transactions, with the IRS for the gross proceeds (the "Proceeds") received by Seller for the Conveyance and Release Agreement, which is more particularly described in that certain Standard Sales Assistance Program Participation Agreement dated \_\_\_ day of \_\_\_\_\_, 20\_\_\_, and its attachments, between Broward County and Seller.
  - c. Timely furnishing a statement to Seller pursuant to Treas. Reg. § 1.6045-4(m). As provided by the Regulations, the statement shall include the required legend, and may be in the form of a copy of a completed Form 1099, or where a Uniform Settlement Statement ("USS") is used for the closing between Seller and Buyer, by providing a copy of an appropriately modified statement.
4. If a USS is used for the closing between Seller and Buyer, then the USS shall include and reference the amount of the Proceeds received by the Seller.
5. Owner shall deliver their TIN to the designated Reporting Person on or before closing.
6. Each party to this [Contract] shall retain the [Contract] for four years following the close of the calendar year in which the date of closing occurs (as determined under the Regulations), and upon request by the IRS, or any person involved in the transaction who did not participate in this [Contract], the [Contract] must be made available for inspection.

It is expressly understood and agreed by Owner that the inclusion of these provisions in the Contract (including inserting in the blanks in the preceding provisions the actual date of the Standard Program Agreement, selecting the applicable bracketed choice, conforming the provisions to the Contract, and complying with the terms of this paragraph), is an express condition to the closing contemplated in the Standard Program Agreement. The Contract is intended to comply with Treas. Reg. § 1.6045-4(e)(5)(iii) (Form of designation agreement), and the Contract or its attachments shall contain: (i) the name and address of the

**REQUEST FOR TAXPAYER IDENTIFICATION NUMBER ACKNOWLEDGMENT**

transferor (Owner) and transferee (County), (ii) the address and any additional information necessary to identify the real estate transferred, (iii) name and address of any other parties to the Contract, (iv) include the Designated Reporting Person as a party and signatory to the Contract (or at least for the limited purpose of the provisions above), and (v) otherwise comply with the Regulations.

Acknowledged and Agreed to:

County and Owner have made and executed this REQUEST FOR TAXPAYER IDENTIFICATION NUMBER ACKNOWLEDGMENT: BROWARD COUNTY, through its Director of Aviation or the Director's authorized designee, and OWNER, or Owner's duly authorized representatives.

COUNTY

BROWARD COUNTY

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Approved as to form by  
Joni Armstrong Coffey  
Broward County Attorney  
Aviation Office  
2200 SW 45<sup>th</sup> Street, Suite 101  
Dania Beach, Florida 33312  
Telephone: (954) 359-6100  
Telecopier: (954) 359-1292

By: \_\_\_\_\_

\_\_\_\_\_  
Attorney's Name (Date)  
Assistant County Attorney

PROPERTY OWNER

Signed, sealed and delivered  
in the presence of:

Property Owner

\_\_\_\_\_  
Witness's Signature

By: \_\_\_\_\_  
Signature

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

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

Dated: \_\_\_\_\_

\_\_\_\_\_  
Witness's Signature

By: \_\_\_\_\_  
Signature

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

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

Dated: \_\_\_\_\_

Exhibit "L"

Property Owner: \_\_\_\_\_

Property Address: \_\_\_\_\_

Folio Number: \_\_\_\_\_

CONVEYANCE AND RELEASE PROGRAM PARTICIPATION AGREEMENT

Between

BROWARD COUNTY

And

\_\_\_\_\_

CONVEYANCE AND RELEASE PROGRAM PARTICIPATION AGREEMENT

Between

BROWARD COUNTY

And

\_\_\_\_\_

This CONVEYANCE AND RELEASE PROGRAM PARTICIPATION AGREEMENT ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and entered into by and between \_\_\_\_\_ (hereinafter referred to as "Owner"),

and

BROWARD COUNTY, a political subdivision of the State of Florida, its successors and assigns, acting by and through its Board of County Commissioners (hereinafter referred to as "County") (Owner and County are hereinafter referred to collectively as the "Parties," and individually referred to as a "Party").

WHEREAS, County is the owner and operator of the Fort Lauderdale-Hollywood International Airport ("Airport"); and

WHEREAS, the Broward County Aviation Department has the function and responsibility to manage, operate, and maintain the Airport on behalf of the County; and

WHEREAS, Owner has either participated in the County's Voluntary Residential Sound Insulation Program or Owner's residence has been determined to have an interior noise level below 45 dB; and

WHEREAS, Owner has elected to participate in the County's Conveyance and Release Program ("CAR Program"), a component of the County's Voluntary Sales Assistance Program; and

WHEREAS, Owner desires to enter into a Conveyance and Release Agreement with County for the consideration as provided in this Agreement.

NOW THEREFORE, IN CONSIDERATION of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, County and Owner agree as follows:

1. Recitals. The foregoing recitals are correct and are hereby incorporated herein and made a part of this Agreement by this reference.
2. Offer and Acceptance. County hereby offers and agrees to purchase and Owner accepts such offer and agrees to convey to County, its successors, and assigns, a Conveyance and Release Agreement, in the form attached hereto as **Exhibit A** and made a part hereof

("CAR Agreement"), upon and over the real property described on **Exhibit B** (the "Land"), located in Broward County, Florida, upon the terms and conditions hereinafter set forth.

3. Property. Owner represents and warrants that Owner is the owner in fee simple of the Land, together with all improvements, appurtenances, personal property, and fixtures located on such Land, together with all easements, privileges, rights of way, riparian and other water rights, lands underlying any adjacent streets or roads, and appurtenances pertaining to or accruing to the benefit of the Land, which are located in the City of Dania Beach, Broward County, Florida, with a street address of: \_\_\_\_\_  
\_\_\_\_\_ (all of Owner's interests described in the preceding sentence are collectively hereinafter referred to as the "Property").
4. Purchase Price. County agrees to pay, as and for the total consideration for the conveyance of the property interests and rights described in the CAR Agreement, in the manner and at the times hereinafter specified, the total sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_.\_\_\_\_) (the "Purchase Price"), which Owner agrees and acknowledges represents \_\_\_ percent (\_\_\_\_%) of the fair market value of the Property. The foregoing payment is established in accordance with the Conveyance and Release Program, a component of County's Voluntary Sales Assistance Program.
5. Payment of Purchase Price; Satisfaction of Encumbrances.
  - (a) The Purchase Price payable by County, as set forth in Paragraph 4 above, shall be paid in accordance with the procedures hereof. There shall be deducted from the Purchase Price all amounts that are required to be paid, if possible, to clear title and obtain and record in the Public Records of Broward County, Florida (hereinafter "Public Records") subordinations of mortgages, consent of mortgagees, satisfactions of mortgages, or such other legally equivalent documents acceptable to County and the title insurance company insuring the priority interest of County in each CAR Agreement to any existing mortgages encumbering an Owner's property, and subordinations, in form acceptable to County, of all other existing encumbrances so that there are no Encumbrances (as hereinafter defined) that take legal priority prior to the recordation of, or that take legal priority over, the CAR Agreement, but County shall have no obligation to take any action to cure any Encumbrances. The balance remaining, after deducting the foregoing amounts from the Purchase Price, shall be paid by County to Owner once County is satisfied that the CAR Agreement is recorded in the Public Records, such that the CAR Agreement has legal priority over any and all liens and Encumbrances encumbering the Property, except for the Permitted Encumbrances, as hereinafter defined. County shall pay from County's own funds the cost of the premium for the title insurance policy insuring the property interest being conveyed to County by the CAR Agreement, applicable recording fees for the CAR Agreement and subordination documents, documentary stamp tax, and intangible taxes, if any are due in connection with the recordation of the CAR Agreement in the Public Records.
  - (b) Any and all leases, mortgages, liens, encumbrances, claims, and any other debts affecting the title to the Property (any such being collectively referred to as the "Encumbrances"), other than the Permitted Encumbrances listed in Paragraph 9 hereof, which Encumbrances, other than the Permitted Encumbrances, are

outstanding prior to or on the date of closing, must be subordinated to the CAR Agreement on a form approved by County, or consented to the CAR Agreement by the holder of such Encumbrance in a document that is determined to be the legal equivalent of a subordination by the title insurance company insuring the County's interest in the CAR Agreement, or shall be discharged, satisfied, and released by payment from the proceeds of the Purchase Price payable by County to Owner. If Owner elects to discharge any such Encumbrances with the proceeds of the sale at closing, County or County's designated closing agent, attorney, or title agent, shall cause to be issued separate checks payable to the respective lessees, mortgagees, lienors, or other parties to such Encumbrances, but in no event shall the aggregate payment to these persons and entities exceed the Purchase Price being paid by County to Owner. The closing agent, attorney, or title agent shall arrange to exchange such checks for the instruments necessary or required to satisfy such Encumbrances.

- (c) Owner shall deliver the executed CAR Agreement to County on the closing date.
- (d) In order to receive all or any portion of the Purchase Price, Owner understands that all liens and Encumbrances, other than the Permitted Encumbrances, identified on County's Title Information (as hereinafter defined) that will not be discharged, terminated, and released in form acceptable to County prior to or at closing will have to be subordinated to the interests created by the CAR Agreement by Owner delivering to County at closing an instrument in recordable form acceptable to County, subordinating such interests (created by the Encumbrances) to the CAR Agreement. Owner understands that Owner is responsible for obtaining all required discharges, terminations, releases, subordinations, consents, satisfactions, and such other legally equivalent documents, as applicable, in the form acceptable to County and the title insurance company insuring the priority interest of the County in each CAR Agreement, and for all costs, charges, and expenses, including recording fees, with regard to all of the preceding. Owner acknowledges that Owner is obligated to make County aware of any other liens and Encumbrances that may exist on the Property that were not disclosed in County's Title Information obtained by County, as same may be updated from time to time. Additionally, if Owner creates any new Encumbrances or charges on or for the Property after the date of County receiving County's Title Information, as same may be updated from time to time, or the date of the Searches (as hereinafter defined), as same may be updated from time to time, Owner has an affirmative duty to notify County of the lienholder or party benefitting from such Encumbrance, the date of the lien or Encumbrance, and any other pertinent information needed for the subordination of such Encumbrances. In the event such lienholder or party benefitting from such Encumbrance will not, in form acceptable to County and the title insurance company insuring the priority interest of County in each CAR Agreement, subordinate its interests to the CAR Agreement, or consent to the CAR Agreement, then Owner will no longer be eligible to participate in the CAR Program and will not receive any portion of the Purchase Price or any other consideration from the County.
- (e) Owner acknowledges and agrees that County shall have the right to contact any lenders, mortgagees, lienholders, or other parties benefiting from or creating Encumbrances, or any mortgagors of the Property. This provision does not require County to contact any such persons or entities.

6. Purpose and Scope of the CAR Agreement. The purpose and scope of the CAR Agreement is described in **Exhibit A**, attached hereto and made a part hereof.
7. Base Title Information. Owner shall furnish to County on or before ten (10) calendar days after the date of the full execution of this Agreement, any abstract of title for the Property in Owner's possession and copies of any owner's and mortgagee policy(ies) of title insurance, and surveys for the Property (all of the preceding are collectively referred to as "Base Title Information") which Owner owns or which may be in Owner's possession or control.
8. Title Search. County may, at County's expense, obtain the following information ("County's Title Information"): (i) a title search or title report acceptable to County for the Property, which search or report may be updated from time to time; or (ii) a title insurance commitment, as same may be updated from time to time, written on a company acceptable to County, proposing to insure County's interest in the Property created by the CAR Agreement, which title insurance commitment shall have an effective date subsequent to the date of the full execution of this Agreement, and list and identify all instruments of record affecting title to the Property and list the requirements of Owner and those matters to be discharged by Owner prior to closing for conveyance of marketable title to the interest conveyed to County by the CAR Agreement, which conveyance shall be subject only to the Permitted Encumbrances. County shall also have the right to obtain at County's expense searches for the Property (collectively, the "Searches"), as same may be updated from time to time, from appropriate authorities for delinquent taxes, municipal liens, assessments, unpaid utilities, code violations, open permits, waste fees, and any other outstanding charges with regard to the Property or Owner.

Title to the Property shall be considered defective unless: (i) County's Title Information shows Owner to have marketable fee simple title to the Property described on **Exhibit B** in accordance with title standards adopted from time to time by The Florida Bar and in accordance with law, free and clear of all leases, options to purchase, contracts for sale, ownership of any improvements by others, liens, encumbrances, exceptions and qualifications, and all other matters other than those set forth in Paragraph 9 of this Agreement and those which shall be discharged by Owner or subordinated to the CAR Agreement at closing and (ii) the Searches reveal no unpaid or delinquent charges or fees due and owing with regard to the Property and no open permits or violations with regard to the Property, except those that can and will be discharged by Owner at closing.

County or County's representative shall notify Owner of any objections or title defects to the Property (collectively, the "Objections"). Owner shall use its best efforts to cure any Objections including through the institution of any necessary lawsuits and the payment of all necessary sums for the purpose of curing same. If Owner is unable to cure all Objections within thirty (30) days after receipt of such Objections from County or County's representative, then County at its election may terminate this Agreement. Upon such termination, County and Owner shall be released from all further obligations under this Agreement, except for those obligations of Owner that specifically survive a termination of this Agreement.

9. Conveyance/Permitted Encumbrances. The CAR Agreement shall be conveyed by Owner to County at closing by delivery of a properly executed and acknowledged

instrument of conveyance in the form attached hereto and made a part hereof as **Exhibit A**, subject only to the following exceptions ("Permitted Encumbrances"):

- (i.) Zoning regulations and prohibitions imposed by governmental authority;
- (ii.) Taxes for the year of closing and subsequent years;
- (iii.) Restrictions and matters appearing on the Plat or otherwise common to the subdivision;
- (iv.) Outstanding oil, gas and mineral rights of records without right of entry;
- (v.) Such other exceptions as are acceptable to County in County's sole and absolute discretion, provided that such acceptance by the County is communicated to Owner in writing;

and provided there exists at closing no violation of the items identified in (i.) through (v.) above and none prevent the use of the Property by County as set forth in the CAR Agreement.

10. Existing Mortgages and Leases, Options, Contracts, and Other Interests. Owner shall furnish to County, at Owner's sole cost and expense, copies of all written leases and any options and contracts of sale, together with estoppel letters, consents, and such other equivalent documents (if required by County) from each lessee, optionee, contract vendee, mortgagee, condominium association, homeowner association, and all others having an interest in or claims to the Property, describing in detail the nature of their respective interests. Owner represents and warrants to County that there are no parties in possession (other than Owner), options to purchase, or contracts for sale covering all or any part of the Property, other than those disclosed pursuant to the immediately preceding sentence.

From the date of Owner's execution hereof, Owner represents and warrants that Owner shall not enter into or modify any lease (oral or written), option to purchase, contract for sale, or grant to any persons any interest in the Property or any part thereof or any improvement thereon or encumber or suffer the Property or any part thereof to be encumbered by any mortgage or other lien, or enter into any executory contract to be paid or performed after closing, without the prior written consent of County, which consent may be granted or withheld by County in County's sole discretion.

Owner agrees that it will take all necessary actions, including the expenditure of all reasonable sums of money, to terminate, satisfy, subordinate, or consent to the CAR Agreement any and all leases, rights of occupancy, options to purchase, contracts for sale, and interests, mortgages, liens, and encumbrances of any persons or entities in and to the Property or any part thereof or in and to any improvements thereon, other than the Permitted Encumbrances, so that, at closing, Owner will convey the rights granted by the CAR Agreement to County free and clear of all such items other than the Permitted Encumbrances. Owner shall furnish to County prior to closing written evidence in form acceptable to County and the title insurance company insuring the priority interest of County in each CAR Agreement, of such termination, satisfaction, subordination, consent, or such other legally equivalent documentation, and provide to County at closing an affidavit in the form attached hereto as Exhibit C ("Title, Possession and Lien Affidavit").

Owner meeting all of its obligations hereunder is a condition precedent to the closing of this transaction.

11. Time and Place of Closing. Owner understands and agrees that County has the right to schedule the date, time, and place of the closing. This transaction shall be closed and County shall, subject to the terms of this Agreement, pay the Purchase Price stated in Paragraph 4 above, as adjusted and as provided by this Agreement. County and Owner shall execute the CAR Agreement, County shall execute and deliver all papers or documents necessary to be executed by County, and Owner shall execute and deliver all papers or documents necessary to be executed by Owner, all under the terms of this Agreement, on or before closing. County and Owner shall use reasonable efforts to have the closing occur on or before the one hundred eightieth (180th) calendar day after County's execution of this Agreement. The closing shall be held at the date and time designated by County at the Program Management Office, located at the following address: \_\_\_\_\_, or at such other date, time, and place as County may designate. However, nothing contained in this Agreement shall act or be construed as a limitation of any sort upon County's right to examine the County's Title Information, the Searches, or a survey of the Property, or County's right to require Owner to cure defects in title, if any, or as a limitation of other time periods established herein for County's benefit.
12. Documentary Stamps, Property Taxes, and Recording Costs. County shall pay the documentary stamp tax required by law to be paid upon recordation of the CAR Agreement in the Public Records. Owner shall pay any delinquent Property taxes through the date of closing and the cost of recording any corrective, termination, or release instruments that County deems necessary to assure good and marketable title without any title defects. County shall be responsible for the cost (if any) of recording the CAR Agreement and subordination or consent documents.
13. Special Assessment Liens. The term special assessment lien(s) shall mean all liens on the Property arising out of a special improvement by any city, town, municipal corporation, county, or other governmental entity pursuant to any general or special act of the legislature providing a special benefit to land abutting, adjoining, or contiguous to the special improvement. Said special improvement shall include, but is not limited to, paving, repaving, hard surfacing, rehard surfacing, widening, guttering, and draining of streets, boulevards, alleys, and sidewalks, construction or reconstruction of sanitary sewers, storm sewers, drains, water mains, water laterals, water distribution facilities, and all appurtenances thereto.

For the purpose of closing or settlement of this purchase, such special assessment liens shall be designated as either "certified" or "pending." A certified lien is hereby defined as a lien which has been certified, confirmed, or ratified pursuant to the statute, special act, ordinance, or resolution creating same and for which the exact amount of same has been determined. A pending lien is a lien that has been created or authorized by an enabling resolution adopted by the appropriate governmental entity, causing said lien to attach to and become an encumbrance upon the subject Property but for which there has been no determination of the final amount of same.

County may require that Owner discharge a certified lien prior to closing, and, in such event, Owner shall deliver to County appropriate receipts, satisfactions or releases proving such payment, or, in the alternative, Owner shall cause said lien(s) to be satisfied out of

the proceeds of sale received by Owner at closing, and certified liens shall be considered a title defect. County may require Owner to establish an escrow to address payment of pending liens.

14. Survey. At County's cost, County may obtain a survey of the Property by a land surveyor or engineer registered in the State of Florida. If the survey shows any encroachments on the Property or that the improvements presumed to be located on the Property in fact encroach on setback lines, easements, or lands of others, or violate any restriction or applicable governmental regulation, the same shall be treated as a title defect rendering title unmarketable to the same effect and extent as is provided in Paragraph 8 above.
15. Construction Liens.
  - (a) Owner hereby represents and warrants to County that as of the date hereof and as of closing there are, and shall be, no claims or potential claims for construction liens either statutory or at common law, and that neither Owner nor Owner's agent has caused to be made on the Property within ninety (90) calendar days immediately preceding the date of this Agreement any improvement which could give rise to any construction lien on the Property or the improvements thereon. In addition, Owner represents and warrants to County that neither Owner nor Owner's agent shall cause any improvements to be made on the Property within ninety (90) calendar days prior to the closing which could give rise to any construction lien for which any bills shall remain unpaid at closing. Owner shall furnish to County, at the time of closing, an affidavit in the form attached hereto as **Exhibit C**.
  - (b) If any improvements have been made within said ninety (90) calendar day period, Owner shall deliver releases or waivers of all construction liens which were executed by all general contractors, subcontractors, suppliers, or material-providers, in addition to Owner's affidavit setting forth the names of all such general contractors, subcontractors, suppliers, and material providers, and further reciting that, in fact, all bills for work to the Property, which could serve as the basis for a lien, have been paid in full.
16. Notice. Whenever either Party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, or by overnight delivery (i.e., FedEx, Express Mail, United Parcel Service) with receipt confirmation, or by hand delivery with receipt confirmation, addressed to the Party for whom it is intended, at the place last specified as the place for giving notice in compliance with the provisions of this paragraph. The Parties may change the addresses at which notice is to be given in the same manner as provided in this paragraph and such notice shall be effective when received. Notices delivered by certified mail shall be deemed received by Owner on the date the postal service first attempts delivery of the notice at Owner's address (regardless of whether delivery is accepted). Notices delivered by hand delivery or overnight delivery service shall be deemed received on the date the delivery service or overnight delivery first attempts delivery of the notice at Owner's address (regardless of whether delivery is accepted).

FOR BROWARD COUNTY

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

FOR OWNER

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

17. Public Disclosure. Owner hereby represents and warrants that the names and addresses of all persons or firms having a beneficial interest in the Property are as follows:

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

Owner further agrees that at least ten (10) calendar days prior to closing, in accordance with Section 286.23, Florida Statutes, Owner shall make a public disclosure in writing, under oath and subject to the penalties prescribed for perjury, which shall state the name and address of Owner and the name and address of every person having any beneficial interest in the Property. Owner, by execution hereof, acknowledges receipt of notice in compliance with Section 286.23(2), Florida Statutes, or waives same.

18. Broker's Commission. Owner hereby agrees, represents, and warrants to County that no real estate brokers, salespersons, or finders have been involved in this transaction. Owner shall indemnify, defend, and hold harmless County, its commissioners, officers, counsel, employees, agents, consultants, and representatives from and against all liabilities, damages, claims, demands, costs, fees, and expenses whatsoever (including reasonable attorneys' fees, and court costs through all trial and appellate levels) with respect to a claim or demand for commissions in connection with the CAR Agreement or the Property. Notwithstanding anything to the contrary contained in this Agreement or the CAR Agreement, the provisions of this paragraph shall survive the closing and any cancellation or termination of this Agreement.
19. Release. Owner does hereby release County, its commissioners, officers, agents, servants, employees, successors, and assigns, to the extent set forth in the CAR Agreement, of and from any and all claims, demands, or causes of action of every kind or nature which Owner now has, has ever had, or may have in the future including, but not limited to, damages to the Property and the improvements thereon due to any of the effects, activities, and incidents addressed by or described in the CAR Agreement that may occur during the term of the CAR Agreement. 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.

20. Indemnity. Owner shall at all times hereafter indemnify, hold harmless and defend County and all of County's current and former officers, agents, servants, and employees (collectively and individually, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses (collectively and individually, a "Claim"), raised or asserted by any person or entity not a party to this Agreement, which Claim is caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Owner, its current or former officers, employees, agents, servants, or tenants or others occupying the Property, or persons acting on behalf of Owner arising from, relating to, or in connection with this Agreement. In the event any Claim is brought against an Indemnified Party, Owner shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. To the extent considered necessary by the County Attorney, any sums due Owner under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County. 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.
21. Assignment. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered under any circumstances by Owner without the prior written consent of the Director of Aviation or the Director's designee on behalf of County, which consent may be withheld by County with or without cause (even if County's refusal to grant consent is unreasonable).
22. Default. In the event that either Party hereunder shall fail to carry out any of the terms or conditions of this Agreement, then, at the election of the nondefaulting party, this Agreement may be terminated upon written notice thereof to the defaulting party.
23. 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 plural shall include the singular, and the use of any gender shall include all genders.
24. Survival of Covenants. The covenants and representations of Owner in this Agreement shall continue to be true from the date of Owner's execution of this Agreement through and including the date of closing and shall survive delivery and recordation of the CAR Agreement.
25. Waiver. Failure of either Party to insist upon strict performance of any covenant or condition of this Agreement or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition, or right, but the same shall remain in full force and effect.

26. Remedies Cumulative. All rights and remedies of either Party under this Agreement are cumulative, and the exercise of any right or remedy shall not be taken to exclude or waive the right to the exercise of any other. No waiver of any failure to perform any of the terms, covenants, and conditions of this Agreement shall operate as a waiver of any other prior or subsequent failure to perform any of the terms, covenants, or conditions of this Agreement.
27. Modification. This Agreement incorporates and includes 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 Agreement 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, waiver, 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.
28. Agreement Effective. This Agreement or any modification, amendment, waiver, or alteration thereto, shall not be effective or binding upon any of the Parties hereto until it is executed by all Parties hereto.
29. Time of the Essence. Time is of the essence of each and every provision of this Agreement. The expiration of any period of time prescribed in this Agreement shall occur at 5:00 p.m. on the first business day following the end of the period. All time periods in this Agreement shall be deemed to be in calendar days unless otherwise so stated.
30. Paragraph Headings. The article and paragraph headings or titles utilized herein are inserted only as a matter of convenience for reference and in no way define, limit, or describe the scope or intent of any provision of this Agreement and shall not be construed to effect in any manner the terms and provisions hereof or interpretation or construction hereof.
31. 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 health department.
32. Further Undertakings. The Parties agree that each shall cooperate with the other in good faith and shall correct any mathematical errors, execute such further documents, and perform such further acts as may be reasonably necessary or appropriate to carry out the purpose and intent of this Agreement. Preparation of this Agreement has been a joint effort of County and Owner, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.
33. Law, Jurisdiction, Venue, Waiver Of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that

the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, OWNER AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

34. Termination. Owner may terminate this Agreement at any time for any reason upon not less than thirty (30) calendar days' written notice to County, provided that such notice must be given prior to recording the CAR Agreement or payment of the consideration by County, and in any such event of termination by Owner, Owner shall not be allowed to reenter the CAR Program, without the prior written consent of the Director of Aviation or the Director's designee on behalf of County, which consent may be withheld by County with or without cause (even if County's refusal to grant consent is unreasonable).

County may terminate this Agreement upon thirty (30) calendar days' written notice to Owner if (a) Owner fails to timely perform or abide by any of the terms or conditions contained in this Agreement; or (b) it becomes apparent that any lienholder or encumbrancer will not, in form acceptable to County and the title insurance company insuring the County's interest in the CAR Agreement, subordinate its interest to the CAR Agreement, or perform such other legally equivalent action. The preceding termination rights of County are in addition to any other termination rights of County to terminate this Agreement as set forth herein.

All notices of termination pursuant hereto shall be given as provided in Paragraph 16 above. The Director of Aviation or the Director's designee is authorized, on behalf of County, to make determinations to terminate this Agreement, to send notices of termination, and to execute and record (as necessary) such other documents as may be required pursuant hereto or pursuant to the other provisions of this Agreement. This Agreement may also be terminated at any time prior to the closing, for convenience and in its sole and absolute discretion, by County acting through its County Administrator, the Director of Aviation, or the Director's designee.

35. Events Subsequent to Execution of this Agreement. In the event Owner, at any time following execution and delivery of this Agreement: (a) sells, transfers, or encumbers, or attempts to sell, transfer, or encumber, the Property; (b) files for or declares bankruptcy or otherwise becomes insolvent; (c) fails to make timely payment with respect to any outstanding loan secured by the Property, regardless of whether or not the lender thereunder initiates foreclosure proceedings; or (d) dies, divorces, or changes his, her, or its name, then County's obligation under this Agreement shall immediately cease until Owner (or any successor owner of the Property) provides to County evidence satisfactory to County in County's sole discretion that all persons having or acquiring any right, title, or interest in the future in or to the Property shall have assumed in writing or shall otherwise have agreed to be bound by the provisions of this Agreement. A failure to provide such evidence to County within thirty (30) calendar days following written demand by County in

accordance with Paragraph 16 hereof, shall entitle County to terminate this Agreement by written notice to Owner.

36. Interpretation. Notwithstanding that this Agreement was prepared by one Party hereto, it shall not be construed more strongly against or more favorably for either Party, it being known that both Parties have had equal bargaining power, have been represented (or have had the opportunity to be represented) by their independent counsel and have equal business acumen such that any rule of construction that a document is to be construed against the drafting Party shall not be applicable. The language of this Agreement has been agreed to by the Parties to express their mutual intent and no rule of strict construction shall be applied against either Party hereto. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section, article, or paragraph of this Agreement, such reference is to the section, article or paragraph as a whole, including all of the subsections of such section, article or paragraph unless the reference is made to a particular subsection or subparagraph of such section or article.
37. Governmental Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by County nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. County is a political subdivision of the State of Florida, as defined in Chapter 768.28, Florida Statutes. No commissioner, director, officer, agent, or employee of County shall be charged personally or held contractually liable under any provision of this Agreement or of any supplement, modification, or amendment to this Agreement or because of any breach thereof, or because of his, her, or its execution or attempted execution.
38. Incorporation by Reference. The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the Parties. Attachments to this Agreement include the following, which are incorporated into and made a part of this Agreement by this reference:
- Exhibit A: CONVEYANCE AND RELEASE AGREEMENT
- Exhibit B: LEGAL DESCRIPTION OF THE LAND
- Exhibit C: TITLE, POSSESSION AND LIEN AFFIDAVIT
39. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Paragraphs 1 through 46 of this Agreement, the term, statement, requirement, or provision contained in Paragraphs 1 through 46 of this Agreement shall prevail and be given effect.
40. Multiple Originals; Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original Agreement, and all of which shall constitute one Agreement to be effective as of the date of execution of this Agreement by County.

41. Access to the Property. Owner agrees to allow County, its officers, employees, agents, representatives, consultants, and contractors access to the Property to conduct surveys, evaluate existing conditions, and to take other actions with respect to this Agreement or its requirements. Owner agrees to cooperate fully with County's officers, employees, agents, representatives, consultants, and contractors in providing access to the Property. Any failure by Owner to provide such access shall entitle County to terminate this Agreement for cause.
42. No Advice. Owner acknowledges counsel for County, County's commissioners, officers, employees, agents, consultants, and representatives have represented only County with respect to this Agreement and all matters related to this Agreement. Owner further acknowledges counsel for the County, and County's commissioners, officers, employees, agents, consultants, and representatives, have made no representations and rendered no advice to Owner with respect to this Agreement or any other matter connected to or related to this Agreement, and that Owner has not relied upon counsel for County, or any of County's commissioners, officers, employees, agents, consultants, or representatives, in any way whatsoever with respect to this Agreement or any matter in connection with or related to this Agreement.
43. Enforceability. It is County's and Owner's mutual desire and intention that all provisions of this Agreement be given full effect and be enforceable strictly in accordance with their terms. If, however, any part of this Agreement is not enforceable in accordance with its terms or would render other parts of this Agreement or this Agreement, in its entirety, unenforceable, the unenforceable part or parts are to be judicially modified, if at all possible, to come as close as possible to the expressed intent of such part or parts (and still be enforceable without jeopardy to other parts of this Agreement, or this Agreement in its entirety), and then are to be enforced as so modified. If the unenforceable part or parts cannot be modified, such part or parts will be unenforceable and considered null and void in order that the mutual paramount goal (that this Agreement is to be enforced to the maximum extent possible strictly in accordance with its terms) may be achieved.
44. Other Parties. Nothing in the Agreement shall be construed as giving any person, firm, corporation, or other entity, other than the Parties hereto, their successors, and assigns, any rights, remedies, or claim under or in respect to this Agreement or any provision hereof.
45. Sole Acts of Owner. The Parties hereby agree that Owner is not an agent or representative of County and that any acts of Owner are the sole acts of Owner.
46. All Action Required. As a material inducement to Owner entering into this Agreement, Owner hereby covenants unto County that all action required pursuant to this Agreement that is necessary to effectuate the transaction contemplated herein will be taken promptly and in good faith by Owner, and Owner shall furnish County with such documents or further assurances as County may reasonably require.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**CONVEYANCE AND RELEASE PROGRAM PARTICIPATION AGREEMENT**

The Parties hereto have made and executed this Conveyance and Release Program Participation Agreement: BROWARD COUNTY, through its Director of Aviation or the Director's authorized designee, authorized to execute same by Board action on the 1st day of December, 2015, and OWNER, or Owner's duly authorized representatives.

COUNTY

BROWARD COUNTY

By: \_\_\_\_\_  
Mark E. Gale, A.A.E.  
C.E.O./Director of Aviation  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Approved as to form by  
Joni Armstrong Coffey  
Broward County Attorney  
Aviation Office  
2200 SW 45<sup>th</sup> Street, Suite 101  
Dania Beach, Florida 33312  
Telephone: (954) 359-6100  
Telecopier: (954) 359-1292

By: \_\_\_\_\_  
Print Name \_\_\_\_\_  
Assistant County Attorney  
Dated: \_\_\_\_\_

CAR Program Participation Agreement  
Last modified: 06/15/2016  
#16-071.10

**CONVEYANCE AND RELEASE PROGRAM PARTICIPATION AGREEMENT**

**PROPERTY OWNER**

Signed, sealed and delivered  
in the presence of:

Property Owner

\_\_\_\_\_  
Witness's Signature

By: \_\_\_\_\_  
Signature

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

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

Dated: \_\_\_\_\_

\_\_\_\_\_  
Witness's Signature

By: \_\_\_\_\_  
Signature

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

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

Dated: \_\_\_\_\_

**EXHIBIT A**

**CONVEYANCE AND RELEASE AGREEMENT**

[TO BE ATTACHED]

**EXHIBIT B**

**LEGAL DESCRIPTION OF THE LAND**

[TO BE ATTACHED]

**EXHIBIT C**

**TITLE, POSSESSION AND LIEN AFFIDAVIT**

[TO BE ATTACHED]