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AGREEMENT FOR SALE AND PURCHASE

This Agreement for Sale and Purchase ("Agreement") is by and between the City of Sunrise, a Florida municipal corporation, ("Buyer") whose address is 10770 West Oakland Park Boulevard, Sunrise, FL 33351, and Sunrise Animal Hospital LLC and 1200 Sunset Strip LLC (collectively "Seller") whose address is 12810 SW 10 Court, Davie, FL 33325. Buyer and Seller hereby agree that the Seller shall sell and the Buyer shall buy the following described real properties ("Real Properties"), upon the following terms and conditions.

SECTION 1. PROPERTY DESCRIPTIONS

The address and the legal descriptions of the Real Properties located in Broward County, Florida are:

Property 1: 1190 Sunset Strip, Sunrise FL 33313

SUNRISE GOLF VILLAGE SEC ONE 52-37 B LOT 78 N 65

The North 65 feet of Lot 78 of SUNRISE GOLF VILLAGE, SECTION 1, according to the Plat thereof recorded in Plat Book 52, Page 37 of the Public Records of Broward County, Florida.

Tax Folio ID No: 4941 35 02 0780 ("Property 1")

Property 2: 1200 Sunset Strip, Sunrise FL 33313

SUNRISE GOLF VILLAGE SEC ONE 52-37 B LOT 79

Lot 79 of Sunrise Golf Village, Section 1, according to the plat thereof recorded in Plat Book 52, Page 37, of the Public Records of Broward County, Florida;

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Tax Folio ID No: 4941 35 02 0782 ("Property 2")

Hereinafter, Property 1 and Property 2 shall collectively be known as "Property".

SECTION 2. PURCHASE PRICE; DEPOSIT; CASH BALANCE

The purchase price shall be $690,000.00 ($475,000 for parcel ID 494135020780 and $215,000 for parcel ID 494135020782) in U.S. Dollars, plus or minus prorations and subject to such adjustments as are hereinafter provided payable as follows:

A. **Deposit.** Buyer shall pay and deliver $34,500.00 ("Deposit") in immediately available U.S. Funds to Nabors, Giblin & Nickerson, P.A. ("Escrow Agent" or "Agent") within ten (10) days after the Effective Date of this Agreement. Escrow Agent agrees to hold the

Deposit in escrow in accordance with the terms of this Agreement.

B. **Cash Balance.** Buyer shall pay and deliver $655,500.00, plus or minus prorations and subject to such adjustments as are hereinafter provided, at or prior to closing in immediately available U.S. funds to Seller.

C. **Prorations.** The following recurring items will be made current (if applicable) and prorated as of the day prior to Closing Date: real estate taxes and delinquent real estate taxes. If the Buyer acquires fee title to the Property between January 1 and November 1, Seller shall in accordance with Section 196.295, Florida Statutes, place in escrow with the Broward County Tax Collector an amount equal to the current taxes prorated to the date prior to transfer, based upon the current assessment and millage rates on the Property. In the event the Buyer acquires fee title to the Property on or after November 1 and before January 1, Seller shall pay to the Broward County Tax Collector an amount equal to the taxes that are determined to be legally due and payable by the Broward County Tax Collector.

Additionally, utility charges, if any, and any other operating or maintenance expenses associated with the operation and upkeep of the Property.

SECTION 3. TIME FOR ACCEPTANCE AND CONTIGENCIES

A. If this Agreement is not executed by and delivered to all parties, or fact of execution communicated in writing between the parties, on or before November 5, 2025, at 5:00 p.m., this offer is withdrawn. A facsimile copy of this Agreement and any signatures hereon shall be considered for all purposes as originals.

B. **FIRST CONDITION PRECEDENT:** Pursuant to Section 2-372 of the City's Code, this Agreement is subject to the approval of the City Commission and is also subject to availability of budgeted funds. The "Effective Date" of this Agreement will be the date the City Commission approves this Purchase and Sale agreement.

C. **SECOND CONDITION PRECEDENT:** As a condition precedent to Closing, Seller shall take all necessary, legal steps to relocate any existing tenants in possession of the Property and to terminate any written or unwritten leases, or claims of the same on the Property so as to provide Purchaser with full, exclusive, open, peaceful, and undisputed possession and ownership of the Property at Closing. If the Seller is unable to satisfy this condition prior to the date established for Closing, as set forth in paragraph 7, Purchaser, at its sole option, may elect to terminate this Agreement, receive a refund of the Deposit, and neither party shall have any further obligations under this Agreement. Alternatively, the Purchaser and Seller may agree to an adjustment of the Closing date.

D. **THIRD CONDITION PRECEDENT**: Seller shall execute and deliver to Purchase a Public Disclosure Affidavit in accordance with s. 286.23, Florida Statutes.

E. In the event that the First Condition Precedent, the Second Condition Precedent, or the Third Condition Precedent is not satisfied, this Agreement shall be terminated, all

deposits shall be refunded to Buyer, and thereupon Buyer and Seller shall be released, as to one another, of all further obligations under this Agreement.

SECTION 4. TITLE INSURANCE

Buyer, at Buyer's expense, shall obtain, within thirty (30) days of the Effective Date, a title insurance commitment from a Florida licensed title insurer. Buyer shall have seven (7) days from the date of receiving the title commitment to examine it and notify Seller of any title or survey defects to which Buyer objects. If Buyer fails to so notify Seller prior to such time, Buyer shall be deemed to have accepted title to the Real Property in its existing condition. If Buyer timely notifies Seller of the defects, then Seller shall have thirty (30) days ("Cure Period") after receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Seller cures defects within Cure Period, Seller will deliver written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this Contract on Closing Date (or if Closing Date has passed, within ten (10) days after Buyer's receipt of Seller's notice). If Seller is unable to cure defects within Cure Period, then Buyer may, within five (5) days after expiration of Cure Period, deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed one hundred twenty (120) days within which Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or (b) electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Agreement; or (c) Buyer may, in its sole discretion, choose to take the Property in as-in condition. If after reasonable diligent effort, Seller is unable to timely cure defects, and Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

SECTION 5. SURVEY

Buyer, at Buyer's expense, within thirty (30) days of the Effective Date, may have the Real Property surveyed and certified by a registered Florida surveyor. If survey shows encroachment on Real Property, or that improvements located on the Real Property encroach on setback lines, easements, lands of others or violate any restrictions, covenants or applicable governmental regulations, the same shall constitute a title defect and be addressed as provided in Section 4 above.

SECTION 6. CLOSING

This transaction shall be closed, the deed, other closing papers and possession delivered, and the purchase price paid and funded on or before ninety (90) days after the Effective Date, ("Closing Date") unless extended by other provisions of this Agreement. Closing shall be held in Sunrise City Hall during normal business hours or virtually as determined by the parties.

SECTION 7. CONVEYANCE; TITLE; RESTRICTIONS AND USE

Seller shall convey the Real Property by warranty deed, subject to: All matters of record and taxes for the current year.

SECTION 8. CONDITION AND SUITABILITY OF PROPERTY

Buyer shall have until sixty (60) days after the Effective Date ("Inspection Period"), in which the Buyer, or his designated agents will be allowed to enter onto the Real Property, at reasonable times and with prior notice to Seller, to perform inspections and tests as Buyer deems necessary to determine, in Buyer's sole discretion, that the Real Property is suitable for Buyer's intended use, including but not limited to, surveys, soil borings, environmental audits, termite and wood destroying organisms, HVAC, mechanical, plumbing, electrical, roof and structural. Such inspections or tests shall be made at Buyer's sole expense. To the extent authorized by Florida Statutes section 768.28, Buyer shall be responsible for any damages caused by such tests or inspections and, to the extent permitted by law, shall indemnify and hold Seller harmless from any damage or injury to person or property in connection with any such inspection or test. Should Buyer determine that the Property, in Buyer's opinion, is not suitable, then Buyer shall provide the Seller with written notice of termination prior to the expiration of the Inspection Period. Buyer may terminate the Agreement by giving written notice to Seller prior to the expiration of the Inspection Period of its intention to terminate this Agreement, and all deposits shall be refunded to Buyer, this Agreement shall be terminated, and thereupon Buyer and Seller shall be released, as to one another, of all further obligations under this Agreement, except for those that may expressly survive the termination of this Agreement. Buyer's failure to give notice of termination during the Inspection Period shall constitute a waiver of the right to terminate hereunder.

Between the Effective Date and the Closing Date, Seller shall remove all personal effects from the Property and maintain Property in the same condition as existing on the Effective Date, ordinary wear and tear excepted. Seller shall, upon reasonable notice, provide access to the Property for a walk-through prior to closing, to confirm that the Property has been maintained in the condition existing as of the Effective Date, ordinary wear and tear excepted.

SECTION 9. PERMITTING

Buyer shall have until sixty (60) days after the Effective Date ("Permitting Period") to determine compliance with governmental regulations for Buyer's intended use of the Property and to obtain all necessary environmental, building, clearing, grading or other required governmental approvals for the development of the Property at Buyer's sole cost and expense. Buyer acknowledges that Seller makes no representation as to whether the Real Property is suitable for Buyer's intended use. If, in Buyer's sole discretion, the required governmental approvals cannot be obtained within a reasonable time or expense, Buyer shall notify Seller, in writing, prior to the expiration of the Permitting Period, of its intention to terminate this Agreement, and all deposits shall be refunded to Buyer, this Agreement shall be terminated, and thereupon Buyer and Seller shall be released, as to one another, of all further obligations under this Agreement, except for those that may expressly survive the termination of this Agreement. Buyer's failure to

timely give notice of termination shall constitute a waiver of the right to terminate hereunder.

SECTION 10. HAZARDOUS SUBSTANCES

Seller represents that Seller has no knowledge of any toxic, petroleum, asbestos or hazardous substances being stored, used or otherwise released on the Property. Buyer acknowledges that Buyer has the ability to audit the Property during the herein described Inspection Period and to terminate this Agreement in the event any are found and Seller is not willing to pay the costs of removal or remediation. Buyer may terminate the Agreement by giving written notice to Seller prior to the expiration of the Inspection Period of its intention to terminate this Agreement, and all deposits shall be refunded to Buyer, this Agreement shall be terminated, and thereupon Buyer and Seller shall be released, as to one another, of all further obligations under this Agreement, except for those that may expressly survive the termination of this Agreement. Buyer's sole remedy for such contaminate found on Property shall be the termination of the Agreement.

SECTION 11. RADON GAS

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

SECTION 12. AMERICANS WITH DISABILITIES ACT ("ADA")

The ADA makes it unlawful to discriminate against people with disabilities. This law may affect all improved properties requiring equal access and services to disabled individuals. The Buyer acknowledges that neither Seller nor Buyer make any representations as to whether the Property conforms to ADA.

SECTION 13. LIENS

Seller shall furnish to Buyer, at time of closing, an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statements, claims of lien or potential lienors known to Seller and further attesting that there have been no improvements or repairs to the Real Property for ninety (90) days immediately preceding date of closing. If the Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction lien rights executed by all contractors, subcontractors, suppliers and materialmen and further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at closing of this Agreement.

Buyer has recorded liens against the Property for nuisance abatement costs in Case Numbers 2011-00045, 2011-00048, 2011-00046, 2011-00049, 2011-00636, 2011-00637, and 2011-02665 (collectively, "Nuisance Abatement Cases"). On or prior to the closing

date Seller shall pay all lien amounts, accrued interest, and fees imposed by Buyer in each of the Nuisance Abatement Cases and upon full payment thereof Buyer shall execute and record a Release of Lien in each of the Nuisance Abatement Cases.

In addition, Buyer has recorded liens against the Property for code violations in Case Numbers CNOV-001707-2020, 2011-04756, and CNOV-001708-2020 (collectively, "Code Enforcement Cases"). At the time of and simultaneously with the closing, Buyer shall execute and record a Release of Lien in each of the Code Enforcement Cases.

In the event that the closing does not occur, Buyer shall not be obligated to release the liens recorded in the Nuisance Abatement Cases or the Code Enforcement Cases unless Seller pays all lien amounts, accrued interest, and fees thereunder.

SECTION 14. TIME

Time periods herein of less than three (3) days shall exclude Saturdays, Sundays, and state or national legal holidays. Any time period provided for herein which shall end on Saturday, Sunday, or a legal holiday shall extend to 5:00 p.m. of the next business day. Any date certain shall end on that date at 5:00 p.m. local time where the Real Property is located.

SECTION 15. DOCUMENTS FOR CLOSING

Seller shall furnish the warranty deed, lien affidavit, and any corrective instruments. Buyer shall furnish the closing statement.

SECTION 16. EXPENSES

Documentary stamps on the deed, recording any corrective instruments, and any Condominium Association estoppel fees shall be paid by Seller. Seller shall also be responsible for all costs needed to cure title and provide title evidence, its attorney's fees and costs, and all recording fees associated any affidavits or satisfactions necessary to cure title. Seller shall also be responsible for operating and maintaining the Property at its expense prior to Closing. Recording the deed shall be paid by Buyer.

SECTION 17. ATTORNEYS' FEES; COSTS

In connection with any litigation arising out of or instituted for the purpose of enforcing this Agreement, the prevailing party in such litigation shall be entitled to recover reasonable attorneys' fees, paralegal fees, and costs. For the purposes of this provision, Seller and Buyer shall be eligible parties.

SECTION 18. FAILURE OF PERFORMANCE

If either party fails to perform this Agreement within the time specified, the other party shall have every right and remedy existing at law or equity (including without limitation, the remedy of specific performance).

SECTION 19. AGREEMENT NOT RECORDABLE; PERSONS BOUND; NOTICE

Neither this Agreement, nor any notice of it, shall be recorded in any public records. This Agreement shall bind and inure to the benefit of the parties and their successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice given by or to the attorney or Broker for any party shall be as effective as if given by or to that party.

SECTION 20. OTHER AGREEMENTS

No other agreements or representations shall be binding upon Buyer or Seller unless included in this Agreement. No modification or change in this Agreement shall be valid upon the parties unless in writing and executed by the party or parties intended to be bound by it.

SECTION 21. BROKERS

Seller and Buyer each warrants to each other that no persons, firms, corporations or other entities are entitled to a real estate commission or other fees as a result of this Agreement or subsequent closing.

SECTION 22. TIME OF ESSENCE

Time is of the essence in this Agreement. Unless otherwise specified, the expiration of any period of time prescribed in this Agreement shall occur at 5:00 p.m. EST of the last day of the period. Should any period of time specified herein end on a Saturday, Sunday, or legal holiday recognized in Sunrise, Florida, the period of time shall automatically be extended to 5:00 p.m. of the next full business day. All time periods referencing number of days shall be calendar days, unless otherwise specified.

SECTION 23. HEADINGS

The heading on each paragraph and subparagraph are for the convenience of the parties and shall not be construed to alter or amend any provision of this Agreement.

SECTION 24. NOTICE AND ADDRESSES

Any notice required or provided for under this Agreement shall be effective upon receipt by the addressee, upon hand delivery during regular business hours or mailed by certified mail, return receipt requested, express or similar receipted delivery, or confirmed facsimile.

SECTION 25. GOVERNING LAW AND VENUE

This Agreement shall be construed in accordance with the laws of the State of Florida. The venue of any litigation arising out of or instituted for the purpose of enforcing this Agreement shall be in Broward County in which the Real Property is located.

SECTION 26. COUNTERPARTS

This Agreement may be executed simultaneously or in counterparts, each of which together shall constitute one and the same Agreement.

SECTION 27. ADVICE OF COUNSEL

Each party acknowledges that it has been advised, or has had the opportunity to be advised, by its own counsel with respect to the transaction governed by this Agreement.

SECTION 28. INDEMNIFICATION

To the fullest extent permitted by law, Seller shall indemnify and hold harmless Buyer, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Seller and persons employed or utilized by Seller in the performance of this Agreement. This indemnification shall survive the term of this Agreement.

SECTION 29. ESCROW AGENT

The Escrow Agent ("Agent") receiving funds or equivalent ("Funds") is authorized and agrees by acceptance of them to deposit them promptly, hold same in escrow, and, subject to clearance, disburse them in accordance with terms and conditions of Contract. Failure of clearance of Funds, shall not excuse Buyer's performance. In the event of a termination of this Agreement or a default under this Agreement, the deposit (inclusive of the interest accrued thereon) shall be delivered or disbursed by Escrow Agent as provided in this Agreement. If either party shall declare the other party in default under this Agreement and such party makes demand (the "Demand") upon Escrow Agent for possession of the deposit, said party must provide the other party with a copy of such Demand made upon Escrow Agent. Except with respect to Demands for the deposit made by Buyer prior to or on the expiration of the investigation period provided herein (in which event Escrow Agent shall promptly deliver the deposit to Purchaser upon demand), Escrow Agent shall not disburse the deposit in accordance with the Demand until the demanding party delivers to Escrow Agent evidence (e.g., returned receipt from U.S. Postal Service) of the other party's receipt of the Demand and Escrow Agent has not received written objection to such demand within the five (5) business days following said party's receipt of the copy of such Demand. If any dispute or difference arises between Purchaser and Seller or if any conflicting demands shall be timely made upon Escrow Agent or if the Escrow Agent is in doubt as to its duties or liabilities under the provisions

of this Agreement, it may, in its sole discretion, continue to hold such funds until the parties mutually agree to disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties hereto, or Escrow Agent may deposit such funds with the Clerk of the Circuit Court of Broward County, Florida, pursuant to interpleader procedure, whereupon after notifying all parties concerned with such action and paying all costs imposed by the Clerk as a result of such deposit, all liability on the part of Escrow Agent shall terminate except to the extent of accounting for any monies theretofore delivered out of escrow reduced to judgment if said Funds are not available or are insufficient to pay the award. Parties agree that Agent shall not be liable to any party or person for misdelivery to Buyer or Seller of Funds, unless such misdelivery is due to willful breach of this Contract or gross negligence of Agent. Seller shall be responsible for all costs associated with the Escrow Agent.

SECTION 30. LEASES

Seller represents that there are no existing leases on the property.

SECTION 31. SEVERABILITY

If any of the provisions of this Agreement are deemed to be unenforceable and the unenforceability of said provisions does not adversely affect the purpose and intent of this Agreement, in Buyer's sole discretion, the enforceability of the remaining provisions of this Agreement shall not be affected.

Section 32. SUCCESSORS IN INTEREST.

This Agreement shall bind and inure to the benefit of Seller and Buyer and their respective heirs, legal representatives, successors and assigns. Whenever used, the singular shall include the plural and one gender shall include all genders.

Section 33. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by the parties. The parties agree that if, in the opinion of Buyer, it becomes necessary to amend the legal description of the Property to correct errors, to more properly describe the Property, to cut out portions of the Property affected by title defects that cannot be timely removed by the Seller, or to otherwise revise the legal description of the Property, the legal description to be used in the Survey (if any) and in the closing instruments required by this Agreement shall be revised by or at the direction of Buyer, and shall be subject to the final approval of Buyer. Anything to the contrary hereinabove notwithstanding, such a revision of the legal description of the Property shall not require a written amendment to this Agreement. In such event, the Seller's execution and delivery of the closing instruments containing the revised legal description and the Purchaser's acceptance of said instruments and of the final Survey (if any) containing the revised legal description shall constitute a full and

complete ratification and acceptance of the revised legal description of the Property by the parties.

Section 34. 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.

Section 35. INTERPRETATION.

Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender and neuter and vice versa. This Agreement and any related instruments shall not be construed more strictly against one party than against the other by virtue of the fact that initial drafts were made and prepared by counsel for one of the parties, it being recognized that this Agreement and any related instruments are the product of extensive negotiations between the parties hereto and that both parties hereto have contributed substantially and materially to the final preparation of this Agreement and all related instruments.

Section 36. AUTHORITY OF PARTIES.

Seller and Buyer represent to each other that each has full power and authority to enter into and perform this Agreement, all related instruments and the documentation contemplated hereby and thereby in accordance with their respective terms and that delivery and performance of this Agreement, all related instruments and the documentation contemplated hereby and thereby has been duly authorized by all necessary action.

This is intended to be a legally binding Agreement. If not fully understood, seek the advice of an attorney prior to signing. Buyer and Seller are executing this Agreement on the dates indicated on the following page:

SELLER

Sunrise Animal Hospital LLC and
1200 Sunset Strip LLC (collectively "Seller")

Signed by:
263EBF41D0E745F...

By: Jonathan Shetler

Its: Owner

Dated: 10/27/2025

BUYER

CITY OF SUNRISE

By: Mark S. Lubelski

Its: City Manager

Dated: _____

Seller Contact Information

(954) 587-0150
Telephone

jonathan.shetler@gmail.com
Email

Buyer Contact Information

(954) 746-3430
Telephone

mlubelski@sunrisefl.gov
Email

Agreed to and Accepted:

ESCROW AGENT:

Nabors, Giblin & Nickerson, P.A.

By _____

Name _____

Title _____

Date _____