PREPARED BY AND RETURN TO:
Lynn Solomon, Esq.
City Attorney's Office
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33301

Folio No.
4942 34 01 5950

Space Reserved for Recording Information

QUIT CLAIM DEED

THIS INDENTURE, made this _____ day of ______, 2018, by and between:

CITY OF FORT LAUDERDALE, a municipal corporation existing under the laws of the State of Florida, whose Post Office address is 100 North Andrews Avenue, Fort Lauderdale, Florida 33301; Federal Taxpayer I.D. No. 59-6000319, hereinafter referred to as "GRANTOR",

and

Le Chateau Properties, LLC, a Florida limited liability company, whose principal address is 315 NE 3rd AVE, #2107, FORT LAUDERDALE FL 33301, its successors or assigns "GRANTEE",

WITNESSETH that said GRANTOR, for and in consideration of the sum of Ten Dollar 00/100 Dollars (\$10.00), and other good and valuable receipt whereof is hereby acknowledged, does hereby remise, release, quit claim and convey to the said GRANTEE, its successors and assigns forever, any right, title or interest in and to the property located, situate and being in Broward County, Florida described as follows:

Legal Description

Lot 9 and lot 8 less the north 35' of block 30, of PROGRESSO, according to the Plat thereof as recorded in Plat Book 2, at Page 18, of the Public Records of Dade County, Florida; said lands situate lying and being in Broward County, Florida.

IN WITNESS WHEREOF, GRANTOR has hereunto set its hand and seal the day and year first above written.

Page 1 of 2

CITY OF FORT LAUDERDALE, a Florida municipal corporation
Lee R. Féldman, City Manager
A TOTAL OF
ATTEST:
Jeffrey A. Modarelli, Čitý Clerk
Approved as to form: By Lynn Solomon, Assistant City Attorney
1/1
owledged before me this LIVIUM, he CITY OF FORT LAUDERDALE, a municipal e and did not take an oath.
Notary Public, State of Florida (Signature of Notary taking Acknowledgment) Acknowledgment) GINARIZZUTI-SMITH MY COMMISSION # GG 083510 EXPIRES: March 15, 2021 Name of Notary Typed, Printed or Stamped My Commission Expires: Commission Number



GINA RIZZUTI-SMITH
MY COMMISSION & GC 693510
EXPIRES: March 15, 2021
COR EVO SCADE THE SUCH MOISY SEMSICE

CLOSING AFFIDAVIT

STATE OF FLORIDA) COUNTY OF BROWARD)

BEFORE ME, the undersigned authority personally appeared the undersigned, Lee R. Feldman, City Manager ("Affiant"), who being by me first duly sworn, on oath, depose(s) and say(s) that:

1. Affiant for the Seller, City of Fort Lauderdale, a Florida municipal corporation, is authorized to execute this affidavit pursuant to resolution no. 18-02.

WHEREAS, City of Fort Lauderdale, a Florida municipal corporation (Seller) is conveying title to the below-described real property(s) to Le Chateau Properties, LLC, a Florida limited liability company (Buyer), such real property(s) being described as follows:

BCPA Property ID 4942 34 01 5950

Approximate Street Address:

15XX NW 4th Avenue

Legal Description

Lot 9 and lot 8 less the north 35' of block 30, of PROGRESSO, according to the Plat thereof as recorded in Plat Book 2, at Page 18, of the Public Records of Dade County, Florida; said lands situate lying and being in Broward County, Florida.

- Affiant has received no notice of any public hearing regarding assessment for improvements
 or changes in applicable zoning laws concerning said property(s) within the past ninety (90)
 days.
- 3. There are no actions or proceedings now pending in any State or Federal Court to which the Seller is a party, including but not limited to, proceedings in bankruptcy, receivership or

insolvency, nor are there any judgments, bankruptcies, liens or executions of any nature which constitute or could constitute a charge or lien upon said property(s).

- 4. Affiant is not aware of any improvements, alterations, or repairs since acquisition by the Seller to the above described property(s) for which the costs thereof remain unpaid, that there are no claims for labor or material furnished for repairing or improving the same, which remain unpaid since the acquisition by Seller, and that there are no mechanic's, materialmen's, or laborer's liens since acquisition by Seller against the above described property(s).
- 5. There are no matters pending against the Seller that could give rise to a lien that would attach to the property(s) between the effective date of commitment and the recording of the interest to be insured.
- 6. Seller has not recorded any document(s) in the Public Records of Broward County, Florida subsequent to the date Owner acquired title to the subject property(s) April 19th, 1999, which affect title(s) to the Property(s) and Owner has not entered into any contracts for the sale, disposition or leasing of the Property since said date(s) except for that certain contract with the Le Chateau Properties, LLC, a Florida limited liability company, and Seller has no knowledge of any matter affecting title to the Property(s).
- 7. Seller understands that Section 1445 of the Internal Revenue Code provides that a Buyer of a United States real property(s) interest must withhold tax if the Seller is a foreign person. To inform the Buyer that withholding of tax is not required upon purchase of the above described property(s), Seller certifies the following:
 - I. Seller is not a nonresident alien individual, foreign corporation, foreign partnership, foreign trust or foreign estate for purposes of United States federal income taxation.
 - II. Seller's U.S. Taxpayer Identification Number is 59-6000319.
 - III. Seller's address is: 100 N. Andrews Ave., Fort Lauderdale, FL 33301.
 - IV. No other persons or entities have an ownership interest in the above described property(s).
 - V. Seller understands the Buyer of the described property(s) intends to rely on the foregoing representations in connection with the United States Foreign Investment in Real Property Tax Act. (FIRPTA). Seller understands this certification may be disclosed to the Internal Revenue Service by the Buyer and that any false statements

contained in this certification may be punished by fine, imprisonment or both. Seller has the authority to sign this affidavit as either individual Seller or on behalf of an entity Seller. Under penalties of perjury, Seller states that this declaration was carefully read and is true and correct.

8. This affidavit is given for the purpose of inducing the Le Chateau Properties, LLC, a Florida limited liability company to purchase the subject property(s), with the knowledge that said purchaser is relying upon the statements set forth herein. Affiant states that he/she is familiar with the nature of an oath and with the penalties as provided by the laws of the United States and the State of Florida for falsely swearing to statements made in an instrument of this nature. Affiant further certifies that he/she has read, or heard read, the full facts of this Affidavit and understands its context.

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

City of Fort Lauderdale, a Florida municipal corporation

By: Infill

	Lee R. Feldman, City Manager
State of Florida County of Broward))
Lee R. Feldman, City of the corporation. He	ent was sworn to and subscribed before me this day of
identification.	Q: Dienuti. Smit

SEAL

Stamped FOFFLOW Bonded Thru Budget Notary Services

Notary Public, State of Plorida (Signature of Notary taking Oath)

GINA RIZZUTI-SMITH

MY COMMISSION # GG 083510

JENNY TEXPIBEE: Pertin 15-2021r

My commission expires:

Commission Number

Paparati

GIN-, KOZUTI-SMITH
WY COMMISSION # GG 983519
EXPIRES: March 15, 2021
or KO Bonded Thru Budget Notary Services

HUD	

U.S. Department of Housing and Urban Development

A. Settlement Statement		and Urban Developme	int	OMB No. 2502-0265
B. Type of Loan				
○ 1. FHA ○ 2. Fml ○ 4. V.A. ○ 5. Cor	•	6. File Number 18-01-21 ID:	7. Loan Number	8. Mortg. Ins. Case Num.
C. NOTE: This form is furnish marked "(p.o.c.)" v	ed to give you a statement of a vere paid outside the closing; the	actual settlement costs. Amou hey are shown here for informa	nts paid to and by the settlen tional purposes and are not	nent agent are shown. Items included in the totals.
D. NAME OF BORROWER: Address of Borrower:	315 NE 3rd Avenue #2107,	C, a Florida Limited Liability Co , Fort Lauderdale, Florida 3330	1	
E. NAME OF SELLER: Address of Seller:		ALE, a municipal corporation e , Fort Lauderdale, Florida 3330	grandi a na mara and an arministra	State of Florida, TIN: 59-6000319
F. NAME OF LENDER: Address of Lender:				
G. PROPERTY LOCATION:	NW 4TH AVE, Fort Lauderd	fale, Florida 33311		
H. SETTLEMENT AGENT: Place of Settlement:	David A. Coven, P.A. 2856 E. Oakland Park Blvd.	.,, Fort Lauderdale, Florida 333	06	TIN: 65-0241581 Phone: 954-565-8410
I. SETTLEMENT DATE: 2/2/18		DISBU	RSEMENT DATE: 2/2/18	,

J. Summary of borrower's transaction 100. Gross amount due from borrower:		K. Summary of seller's transaction 400. Gross amount due to seller:	
101. Contract sales price	41,000.00	401. Contract sales price	41,000.00
102. Personal property		402. Personal property	41,000.00
103. Settlement charges to borrower (Line 1400)	435.00		
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance:		Adjustments for Items paid by seller in advance:	
106. Clty/town taxes		406. City/town taxes	1
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross amount due from borrower:	41,435,00	420. Gross amount due to seller:	41,000,00
200. Amounts paid or in behalf of borrower:		500. Reductions in amount due to seller:	41,000.00
201. Deposit or earnest money	4,100.00	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Principal amount of second mortgage		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506. Deposits held by seller	4,100.00
207. Principal amt of mortgage held by seller		507. Principal amt of mortgage held by seller	4,100.00
208.		508.	
209.		509.	
Adjustments for Items unpaid by seller:		Adjustments for Items unpaid by seller:	MERCEN APPEARANCE
210. City/town taxes		510. City/town taxes	
211. County taxes		511. County taxes	
212. Assessments		512. Assessments	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.	1	519.	
220. Total paid by/for borrower:	4.100.00	520. Total reductions in amount due seller:	4,100.00
300. Cash at settlement from/to borrower:	1,100.00	600. Cash at settlement to/from seller:	4,100.00
301. Gross amount due from borrower (line 120)	41,435.00		41,000.00
302. Less amount paid by/for the borrower (line 220)	(4,100.00)	602. Less total reductions in amount due seller (line 520)	(4,100.00)
303. Cash (From To) Borrower:	37,335.00	603. Cash (To From) Seller:	36,900.00

Substitute Form 1099 Seller Statement: The information contained in blocks E, G, H, and I and on line 401 is important tax information and is being furnished to the IRS. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

Seller Instructions: If this real estate was your principal residence, file Form 2119, Sale or Exchange of Principal Residence, for any gain, with your tax return; for other transactions, complete the applicable parts of Form 4797, Form 6262 and/or Schedule D (Form 1040).

L. Settlement charges		\$44.000.00		er POC Seller POC Paid from	Pald fr
700. Total Sales/Brokers Com. b		\$41,000.00 @	% =	Borrower's Funds at	Selle
701.	% to			Settlement	Funds Settlen
702.	% to				
 703. Commission paid at settler 704. 					
800. Items payable in connection	to to			er POC Seller POC	
801. Loan origination fee	% to		Bollow	er POC Seller POC	SALL SERVE
802. Loan discount	% to				
803. Appraisal fee	to				_
804. Credit report	to				
805. Lender's inspection fee	to				
806. Mortgage insurance applica					
807. Assumption Fee	to				
808.	to				
809.	to				
810.	to				
811.	to				
900. Items required by lender to			Borrowe	er POC Seller POC	火 牛种物
901. Interest from	to	@	/day		
902. Mortgage insurance premiur					
903. Hazard Insurance premium t	,				
904. Flood insurance premium fo	r years to				
905.	years to				•
1000. Reserves deposited with le	ender:	William Laborator to the Work	Borrowe	r POC Seller POC	Unio Vi
1001. Hazard insurance		months @	per month		
1002. Mortgage insurance		months @	per month		
1003. City property taxes		months @	per month		
1004. County property taxes					
1005. Annual assessments		months @	per month		
		months @	per month		
1006. Flood insurance		months @	per month		
1007.		months @	per month		
1008.		mantha @			
		months @	per month		
009. Aggregate accounting adju-	stment	months @	per month		
1100. Title charges:	stment	months @	por monar	r POC Seller POC	
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HUD-1 SETTLEMENT STATEMENT ADDENDUM

File Number:

18-01-21

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true
and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.
Borrower(s)
LE CHATEAU PROPERTIES LLC a Florida Limited Liability Company
By:
Alex Karamanoglou Manager
(Corporate Seal)
Seller(s)
CITY OF FORT LAUDERDALE a municipal comporation existing under the laws of the State of Florida By: Lee R. Feldman
(Corporate Seal)
Settlement Agent
The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.
David A. Coven, P.A.
By: Date:

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

HUD-1 SETTLEMENT STATEMENT ADDENDUM

File Number:	18-01-21
and accurate	Illy reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true statement of all receipts and disbursements made on my account or by me in this transaction. It y that I have received a copy of the HUD-1 Settlement Statement.
a Flo	Borrower(s) ATEAU PROPERTIES ACC rids Limited Desklity Company Alex Karamanoglou Manager
	(Corporate Seal)
	Seller(s)
a muni	OF FORT LAUDERDALE icipal corporation existing under the laws of the State of Florida
By:	Lee R. Feldman
	(Corporate Seal)
	Settlement Agent
The HUD-1 Se	ettlement Statement which I have prepared is a true and accurate account of this transaction. I hav I cause the funds to be disbursed in accordance with this statement.
David A. Co	oven, P.A.

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

David A. Coven, P.A. 2856 E. Oakland Park Blvd., Fort Lauderdale, FL 33306 954-565-8410

Disbursement Instructions

(Seller)

Seller:

CITY OF FORT LAUDERDALE, a municipal corporation existing under the laws of the State of

Florida.

Buyer:

Le Chateau Properties, LLC, a Florida Limited Liability Company,

Property:

NW 4TH AVE, Fort Lauderdale, FL 33311

Closing Date:

January 24, 2018

File Number:

18-01-21

David A. Coven, P.A. (Closing Agent) is hereby authorized to disburse the Seller's net proceeds as follows:

Check made payable to: CITY OF FORT LAUDERDALE

This form should only be executed in the Closing Agent's office.

CITY OF PORT LAUDERDALE, a municipal corporation

existing under the laws of the State of Florida

Ву: _

Lee R. Feldman

(Corporate Seal)

State of Florida County of Broward

The foregoing instrument was acknowledged before me this 2th day of January, 2018 by Lee R. Feldman of CITY OF FORT LAUDERDALE, a municipal corporation existing under the laws of the State of Florida, on behalf of the corporation. He/she [] is personally known to me or [X] has produced a driver's license as identification.

[Notary Seal]

Notary Public

Printed Name:

My Commission E

GINA RIZZUTI-SMITH

MY COMMISSION # GG 0835

Bonded Thru Budget Notary Services

Commercial Contract

1	1. PARTIES AND PROPERTY: Le Chateau Properties, LLC, A Florida Limted Liability	Company	("Buyer")
2	agrees to buy and City of Fort Lauderdale, A Florida Municipal Corporation		("Seller")
3	agrees to sell the property at:		
4	Street Address:15XX NW 4th Avenue, Fort Lauderdale, Florida, 33311		
5			10 10 10
6	Legal Description: LOT 9, 8 LESS N 35 BLK 30, PROGRESSO PLAT 2-18		
7 8	and the following Personal Property: NONE		
9			
0	(all collectively referred to as the "Property") on the terms and conditions set forth below.		r e e
1	2. PURCHASE PRICE:	\$	41,000.00
2	(a) Deposit held in escrow by: na	\$	4,100.00
3	("Escrow Agent") (checks are subject to actual and final collection)	-Ψ	4,100.00
4	Escrow Agent's address:Phone:		
5	(b) Additional deposit to be made to Escrow Agent		
3	within days (3 days, if left blank) after completion of Due Diligence Period of		
7	☐ within days after Effective Date	\$	0.00
3	(c) Additional deposit to be made to Escrow Agent		
9	☐ within days (3 days, if left blank) after completion of Due Diligence Period of	ır	
0	☐ within days after Effective Date	\$	0.00
1	(d) Total financing (see Paragraph 5)	\$	0.00
2	(e) Other	\$	0.00
3	(f) All deposits will be credited to the purchase price at closing.		
1	Balance to close, subject to adjustments and prorations, to be paid		
5	via wire transfer.	\$	36,900.00
5	For the purposes of this paragraph, "completion" means the end of the Due Diligenc Buyer's written notice of acceptability.	e Period or	upon delivery of
3	3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME: Unless the	nie offer ie ei	aned by Saller
9	and Buyer and an executed copy delivered to all parties on or before January 13, 2018		, this offer
)	will be withdrawn and the Buver's deposit, if any, will be returned. The time for assentan	on of any on	unter offerwill be
2	3-days from the date the sounter offer is delivered. The "Effective Date" of this Contraction of the Seller and Buyer has signed or initialed and delivered this offer or the seller and Buyer has signed or initialed and delivered this offer or the seller and Buyer has signed or initialed and delivered this offer or the seller and Buyer has signed or initialed and delivered this offer or the seller and Buyer has signed or initialed and delivered this offer or the seller and seller	t is the dat	e on which the
	na . Calendar days will be used when computing time pe		
	days or less. Time periods of 5 days or less will be computed without including Saturday,	Sunday, or	national legal
	holidays. Any time period ending on a Saturday, Sunday, or national legal holiday will ext	end until 5:0	00 p.m. of the nex
•	business day. Time is of the essence in this Contract.		
E	4. CLOSING DATE AND LOCATION:		
	(a) Closing Date: This transaction will be closed on see addendum		ing Date), unles
)	specifically extended by other provisions of this Contract. The Closing Date will pre- including, but not limited to, Financing and Due Diligence periods. In the event insura		
	Buyer and Seller () acknowledge receipt of a copy of this page, wh		
	CC-5 Rev. 9/17 Licensed to Alta Star Software and ID1855800465104	©20	17 Florida Realtors
	O-Marine - 1 - 11 - 15 - 10 - O COMPAN OF O CO. III - 11 - 12 - 13 - 14 - 15 - 15 - 15 - 15 - 15 - 15 - 15	(077) 076	

41 42	on Closing Date and Buyer is unable to obtain property insurance, Buyer may postpone closing up to 5 days after the insurance underwriting suspension is lifted.
43 44	(b) Location: Closing will take place in County, Florida. (If left blank, closing will take place in the county where the property is located.) Closing may be conducted by mail or electronic means.
45	5. THIRD PARTY FINANCING
46	BUYER'S OBLICATION: On or beforedays (5 days if left blank) after Effective Date, Buyer will apply for third
47_	party financing in an amount not to exceed % of the purchase price or \$ with a fixed
49	intercet rate not to exceed % per year with an initial variable intercet rate not to exceed %, with points or
49	commitment or loan fees not to exceed% of the principal amount, for a term of
50	over years, with additional terms as follows:
51	
52 53	Buyer will timely provide any and air credit, employment, financial and other information reasonably required by any lender, Buyer will use good faith and reasonable diligence to (i) obtain Loan Approval within days (45 days if left stank) from Effective Date (Lean Approval Date), (ii) satisfy terms and conditions of the Lean Approval, and (iii) close
55	the loan. Buyer will keep Seller and Broker fully informed about loan application status and authorizes the mortgage
56	broker and lender to disclose all such information to Seller and Broker. Buyer will notify Seller immediately upon
57	obtaining financing or being rejected by a lender. CANCELLATION: If Buyer, after using good faith and reasonable
58	diligence, fails to obtain Loan Approval by Loan Approval Date, Buyer may withindays (3 days if left blank)
59 60	deliver written notice to Seller stating Buyer either waives this financing contingency or cancels this Contract.
60 61	If Buyer does neither, then Seller may cancel this Contract by delivering written notice to Buyer at any time thereafter. Unless this financing contingency has been waived, this Contract shall remain subject to the satisfaction, by closing, of
62	those conditions of Loan Approval related to the Property DEPOSIT(S) (for purposes of Paragraph 5 only): If Buyer
63	has used good faith and reasonable diligence but does not obtain Loan Approval by Loan Approval Date and
64	thereafter either party elects to cancel this contract as set forth above or the lender fails or refuses to close on or
65	before the Closing Date without fault on Buyer's part, the Deposit(s) shall be returned to Buyer, whereupon both
66	parties will be released from all further obligations under this Contract, except for obligations stated herein as surviving
67	the termination of this Contract. If neither party elects to terminate this Contract as set forth above or Buyer fails to use
68	good faither reasonable diligence as set forth above, Seller will be entitled to retain the Deposit(s) if the transaction
69	does not close. For purposes of this Contract, "Loan Approval" means a statement by the lender setting forth the terms and conditions upon which the lender is willing to make a particular mertgage loan to a particular buyer. Neither a pre-
74	approval letter not a proqualification letter shall be deemed a Lean Approval for purposes of this Centract.
	approved the profusion of the post of the
72	6. TITLE: Seller has the legal capacity to and will convey marketable title to the Property by ☐ statutory warranty
73	deed ☐ special warranty deed ☒ other Quit Claim Deed, free-of-liene, easements and-
74 75	ensumbranese of record or known to Seller, but subject to property taxes for the year of closing; covenants, restrictions and public utility easements of record; existing zoning and governmental regulations; and (list any other
76	matters to which title will be subject) See Addendum Attached hereto
77	
78	provided there exists at cleaing no violation of the foregoing and none of them provents Buyer's intended use of the
79	Property as
80	(a) Evidence of Title: The party who pays the premium for the title insurance policy will select the closing agent
81 82	and pay for the title search and closing services. Seller will, at (check one) □ Seller's ☒ Buyer's expense and within <u>15</u> days after Effective Date or at least days before Closing Date deliver to Buyer (check one)
83	☐ (i) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by
84	Seller at or before Closing and, upon Buyer recording the deed, an owner's policy in the amount of the purchase
85	price for fee simple title subject only to exceptions stated above. If Buyer is paying for the evidence of title and
86	Seller has an owner's policy, Seller will deliver a copy to Buyer within 15 days after Effective Date. ☐ (ii.) an
87	abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm.
88	However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed
20	insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy
89	
90	exceptions and an update in a format acceptable to Buyer from the policy effective date and certified to Buyer or
	exceptions and an update in a format acceptable to Buyer from the policy effective date and certified to Buyer or
	exceptions and an update in a format acceptable to Buyer from the policy effective date and certified to Buyer or

91 92	Buyer's closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to Seller then (i.) above will be the evidence of title.
93	(b) Title Exemination, Buyer will, within 15 days from receipt of the evidence of title deliver written nation to Caller
94	of title defects. Title will be deemed acceptable to Buyer if (1) Buyer fails to deliver proper notice of defects or (2) Buyer delivers proper written notice and Seller curse the defects within days from receipt of the notice
95	Buyer delivers proper written notice and Seller curse the defects withindave from receipt of the notice
96	("Curative Period"), Seller shall use good faith efforts to sure the defects. If the defects are sured within the
97	Curative Period, elecing will essur on the latter of 10 days after rescipt by Buyer of natios of such auring or the
98	ceheduled Cleaning Date. Seller may elect not to ours defects if Seller reasonably believes any defect cannot be
99	cured within the Curative Period. If the defects are not cured within the Curative Period, Buyer will have 19 days
100	from receipt of notice of Seller's inability to ours the defects to elect whether to terminate this Centract or accept
101	title subject to existing defects and close the transaction without reduction in purchase price.
102	(c) Survey: (check-applicable previsions below)
103	(i.) — Seller will, within —— dave from Effective Date, deliver to Buver copies of prior curveys.
104	plans, specifications, and engineering decuments, if any, and the following decuments relevant to this
105	transaction:
106	ti di isactioni.
107	prepared for Soller or in Seller's possession, which show all currently existing structures. In the event this
100	transaction does not close, all decuments provided by Seller will be returned to Seller within 10 days from the
109	date this Centract is terminated.
110	☐ Buyer will, at ☐ Seller's ☐ Buyer's expense and within the time period allowed to deliver and examine
111	title evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals
112	encroachments on the Property or that the improvements encroach on the lands of another, \overline{\overl
113	
114	accept the Property with existing encroachments □ such encroachments will constitute a title defect to be cured within the Curative Period.
115	(d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress.
116	7. PROPERTY CONDITION: Seller will deliver the Property to Buyer at the time agreed in its present "as is" condition,
116 117	ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. Seller
	ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. Seller makes no warranties other than marketability of title. In the event that the condition of the Preparty has materially
117 118 119	ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. Seller makes no warranties other than marketability of title. In the event that the condition of the Property has materially observed since the expiration of the Due Diligence Period. Buyer may elect to terminate the Contract and receive
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117 118 119 120 121 122	ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. Seller makes no warranties other than marketability of title. In the event that the condition of the Property has materially obanged since the expiration of the Due Diligence Period, Buyer may elect to terminate the Centract and receive a refund of any and all deposite paid, plue interest, if applicable, or require Seller to return the Property to the required cendition existing as of the end of Due Diligence period, the eset of which is not to exceed \$
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117 118 119 120 121 122 123 124 125 126 127	ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. Seller makes no warranties other than marketability of title. In the event that the condition of the Property has materially obanged-since the expiration of the Due Diligence Period, Buyer may cleat to terminate the Contract and receive a refund of any and all deposite paid, plue interest, if applicable, or require Seller to return the Property to the required condition existing as of the end of Due Diligence period, the seet of which is not to exceed \$\(\) (1.5% of the purchase price, if left blank). By accepting the Property "as is", Buyer waives all claims against Seller for any defects in the Property. (Check (a) or (b)) \[\begin{align*} \text{(a) As Is: Buyer} has inspected the Property or waives any right to inspect and accepts the Property in its "as is" condition. \[\begin{align*} \text{(b) Due Diligence Period: Buyer will, at Buyer's expense and within \(\frac{60}{20} \) days from Effective Date ("Due Diligence Period"), determine whether the Property is suitable, in Buyer's sole and absolute discretion. During the
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117 118 119 120 121 122 123 124 125 126 127 128 129	ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. Seller makes no warranties other than marketability of title. In the event that the condition of the Property has materially obanged since the expiration of the Due Diligence Period, Buyer may elect to terminate the Centract and receive a refund of any and all deposite paid, plus interest, if applicable, or require Seller to return the Property to the required cendition existing as of the end of Due Diligence period, the cost of which is not to exceed \$\(\begin{align*} \) (1.5% of the purchase price, if left blank). By accepting the Property "as is", Buyer waives all claims against Seller for any defects in the Property. (Check (a) or (b)) \[\begin{align*} \) (a) As Is: Buyer has inspected the Property or waives any right to inspect and accepts the Property in its "as is" condition. \[\begin{align*} \) (b) Due Diligence Period: Buyer will, at Buyer's expense and within \(\begin{align*} \) 60 \(\begin{align*} \) days from Effective Date ("Due Diligence Period"), determine whether the Property is suitable, in Buyer's sole and absolute discretion. During the term of this Contract, Buyer may conduct any tests, analyses, surveys and investigations ("Inspections") which Buyer deems necessary to determine to Buyer's satisfaction the Property's engineering, architectural,
117 118 119 120 121 122 123 124 125 126 127 128 129 130	ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. Seller makes no warranties other than marketability of title. In the event that the sendition of the Property has materially obanged since the expiration of the Due Diligence Period, Buyer may cleat to terminate the Centract and reserve a refund of any and all deposite paid, plus interest, if applicable, or require Seller to return the Property to the required cendition existing as of the end of Due Diligence period, the sect of which is not to exceed \$\(\) (1.5% of the purchase price, if left blank). By accepting the Property "as is", Buyer waives all claims against Seller for any defects in the Property. (Check (a) or (b)) \[\begin{align*} \text{ (a) As Is: Buyer has inspected the Property or waives any right to inspect and accepts the Property in its "as is" condition. \end{align*} \text{ (b) Due Diligence Period: Buyer will, at Buyer's expense and within \(\frac{60}{2} \) days from Effective Date ("Due Diligence Period"), determine whether the Property is suitable, in Buyer's sole and absolute discretion. During the term of this Contract, Buyer may conduct any tests, analyses, surveys and investigations ("Inspections") which Buyer deems necessary to determine to Buyer's satisfaction the Property's engineering, architectural, environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision
117 118 119 120 121 122 123 124 125 126 127 128 129 130 131	ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. Seller makes no warranties other than marketability of title. In the event that the condition of the Property has materially obanged since the expiration of the Due Diligence Period, Buyer may clost to terminate the Centract and receive a refund of any and all deposite paid, plue interest, if applicable, or require Seller to return the Property to the required cendition existing as of the end of Due Diligence period, the seet of which is not to exceed \$\(\text{(1.5% of the purchase price, if left blank)}.}\) By accepting the Property "as is", Buyer waives all claims against Seller for any defects in the Property. (Check (a) or (b)) \[\begin{align*} \text{(a) As Is: Buyer has inspected the Property or waives any right to inspect and accepts the Property in its "as is" condition. \end{align*} \] \[\begin{align*} \text{(b) Due Diligence Period: Buyer will, at Buyer's expense and within \(\frac{60}{2} \) days from Effective Date ("Due Diligence Period"), determine whether the Property is suitable, in Buyer's sole and absolute discretion. During the term of this Contract, Buyer may conduct any tests, analyses, surveys and investigations ("Inspections") which Buyer deems necessary to determine to Buyer's satisfaction the Property's engineering, architectural, environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local,
117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132	ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. Seller makes no warranties other than marketability of title. In the event that the sendition of the Property has materially ohanged since the expiration of the Due Diligence Period, Buyer may cleat to terminate the Centract and receive a refund of any and all deposite paid, plus interest, if applicable, or require Seller to return the Property to the required cendition ovicting as of the end of Due Diligence period, the sect of which is not to exceed \$\(\frac{1}{2}\) (1.5% of the purchase price, if left blank). By accepting the Property "as is", Buyer waives all claims against Seller for any defects in the Property. (Check (a) or (b)) \[\Begin{align*} \Begin{align*} \As \text{ls: Buyer} \text{ has inspected the Property or waives any right to inspect and accepts the Property in its "as is" condition. \Begin{align*} \Begin{align*} \Begin{align*} \Begin{align*} \Begin{align*} \Begin{align*} \As \text{ls: Buyer} \text{ has inspected the Property or waives any right to inspect and accepts the Property in its "as is" condition. \Begin{align*} \Begin{align*} \Begin{align*} \Begin{align*} \Begin{align*} \Begin{align*} \Begin{align*} \As \text{ls: Buyer} \text{ has inspected the Property or waives any right to inspect and accepts the Property in its "as is" condition. \Begin{align*} a
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117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134	ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. Seller makes no warranties other than marketability of title. In the event that the sendition of the Property has materially obanged since the expiration of the Due Diligence Period, Buyer may cleat to terminate the Centract and receive a refund of any and all deposite paid, plus interest, if applicable, or require Seller to return the Property to the required cendition existing as of the end of Due Diligence period, the east of which is not to exceed \$\(\) (1.5% of the purchase price, if loft blank). By accepting the Property "as is", Buyer waives all claims against Seller for any defects in the Property. (Check (a) or (b)) \[\begin{align*} \text{(a) As Is: Buyer has inspected the Property or waives any right to inspect and accepts the Property in its "as is" condition. \[\begin{align*} \text{(b) Due Diligence Period: Buyer will, at Buyer's expense and within \(\frac{60}{} \) days from Effective Date ("Due Diligence Period"), determine whether the Property is suitable, in Buyer's sole and absolute discretion. During the term of this Contract, Buyer may conduct any tests, analyses, surveys and investigations ("Inspections") which Buyer deems necessary to determine to Buyer's satisfaction the Property's engineering, architectural, environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that Buyer deems appropriate. Buyer will deliver written notice to Seller prior to the expiration of the Due Diligence Period of Buyer's determination of whether or not the Property
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117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141	ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. Seller makes no warranties other than marketability of title. In the event that the sendition of the Property has materially obanged since the expiration of the Due Diligence Period, Buyer may elect to terminate the Centreat and receive a refund of any and all deposite paid, plus interest, if applieshle, a require Seller to return the Property the required cendition evicting as of the end of Due Diligence period, the sect of which is not to exceed \$\frac{1}{2}\$ (1.5% of the purchase price, if loft blank). By accepting the Property "as is", Buyer waives all claims against Seller for any defects in the Property. (Check (a) or (b)) \[\begin{align*} \text{As Is: Buyer} has inspected the Property or waives any right to inspect and accepts the Property in its "as is" condition. \(\text{M}\) (b) Due Diligence Period: Buyer will, at Buyer's expense and within \(\frac{60}{2}\) days from Effective Date ("Due Diligence Period"), determine whether the Property is suitable, in Buyer's sole and absolute discretion. During the term of this Contract, Buyer may conduct any tests, analyses, surveys and investigations ("Inspections") which Buyer deems necessary to determine to Buyer's satisfaction the Property's engineering, architectural, environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that Buyer deems appropriate. Buyer will deliver written notice to Seller prior to the expiration of the Due Diligence Period of Buyer's determination of whether or not the Property in its present "as is
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Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and (2) Buyer will, at Buyer's expense release to Seller all reports and other work generated as a result of the Inspections. Should Buyer deliver timely notice that the Property is not acceptable, Seller agrees that Buyer's deposit will be immediately returned to Buyer and the Contract terminated.

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- (c) Walk-through Inspection: Buyer may, on the day prior to closing or any other time mutually agreeable to the parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and to ensure that all Property is on the premises.
- 8. OPERATION OF PROPERTY DURING CONTRACT PERIOD: Seller will continue to operate the Property and any business conducted on the Property in the manner operated prior to Contract and will take no action that would adversely impact the Property after closing, as to tenants, lenders or business, if any. Any changes, such as renting vacant space, that materially affect the Property or **Buyer's** intended use of the Property will be permitted \Box only with Buyer's consent \ without Buyer's consent.
- 9. CLOSING PROCEDURE: Unless otherwise agreed or stated herein, closing procedure shall be in accordance with the norms where the Property is located.
 - (a) Possession and Occupancy: Seller will deliver possession and occupancy of the Property to Buyer at closing. Seller will provide keys, remote controls, and any security/access codes necessary to operate all locks, mailboxes, and security systems.
 - (b) Costs: Buyer will pay Buyer's attorneys' fees, taxes and recording fees on notes, mortgages and financing statements and recording fees for the deed. Seller will pay Seller's attorneys' fees, taxee on the deed and recording fees for documents needed to cure title defects. If Soller is obligated to discharge any ensumbrance prior to closing and fails to do se. Buyer may use purchase proceeds to esticity the ensumbrances.
 - (c) Documents: Seller will provide the deed; bill of sale; mechanic's lien affidavit; originale of these assignable service and maintenance contracte that will be accumed by Buyer after the Closing Date and letters to each service contractor from Seller advising each of them of the sale of the Property and, if applicable, the transfer of its contract, and any assignable warranties or guarantees received or held by Seller from any manufacturer, contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium documents, if applicable; assignments of leases, updated rent roll; tenant and lender estoppels letters (if applicable); tenant subordination post-disturbance and attornment agreements (SNDAs) required by the Buyer or Buyer's lender; assignments of permits and licenses; corrective instruments; and letters notifying tenants of the change in ownership/rental agent. If any tenant refuses to execute an estoppels letter, Seller, if requested by the Buyer in writing, will certify that information regarding the tenant's lease in cerrect. If Seller is an entity, Seller will deliver a resolution of its governing authority authorizing the sale and delivery of the deed and certification by the appropriate party certifying the resolution and setting forth facts showing the conveyance conforms to the requirements of local law. Seller will transfer eccurity deposite to Buyer. Buyer will provide the closing statement, mortgages and notes, security agreements, and financing statements.
 - (d) Taxes and Prorations: Real estate taxes, personal property taxes on any tangible personal property, bond payments assumed by Buyer, interest, rents (based on actual collected rents), association dues, insurance premiums acceptable to Buyer, and operating expenses will be prorated through the day before closing. If the amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at request of either party, be readjusted upon receipt of current year's tax bill; this provision will survive closing.
 - (e) Special Assessment Liens: Certified, confirmed, and ratified special assessment liens as of the Closing Date will be paid by Seller. If a certified, confirmed, and ratified special assessment is payable in installments, Seller will pay all installments due and payable on or before the Closing Date, with any installment for any period extending beyond the Closing Date prorated, and Buyer will assume all installments that become due and payable after the Closing Date. Buyer will be responsible for all assessments of any kind which become due and owing after Closing Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially completed as of the Closing Date but has not resulted in a lien before closing, Seller will pay the amount of the last estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and does not apply to condominium association special assessments.
 - (f) Foreign Investment in Real Property Tax Act (FIRPTA): If Seller is a "foreign person" as defined by FIRPTA, Seller and Buyer agree to comply with Section 1445 of the Internal Revenue Code. Seller and Buyer will complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply

		_) and Seller	1) acknowledge receipt of a copy of this page, which is Page 4 of 8 Page	es.
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with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or Social Security Numbers to the closing agent. If **Buyer** does not pay sufficient cash at closing to meet the withholding requirement, **Seller** will deliver to **Buyer** at closing the additional cash necessary to satisfy the requirement.

- 10. ESCROW AGENT: Seller and Buyer authorize Escrow Agent or Closing Agent (collectively "Agent") to receive, deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance with the terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to Seller or Buyer, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option, (a) hold the escrowed items until the parties mutually agree to its disbursement or until a court of competent jurisdiction or arbitrator determines the rights of the parties or (b) deposit the escrowed items with the clerk of the court having jurisdiction over the matter and file an action in interpleader. Upon notifying the parties of such action, Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If Agent is a licensed real estate broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent interpleads the escrowed items or is made a party because of acting as Agent hereunder, Agent will recover reasonable attorney's fees and costs incurred, with these amounts to be paid from and out of the escrowed items and charged and awarded as court costs in favor of the prevailing party.
- 11. CURE PERIOD: Prior to any claim for default being made, a party will have an opportunity to cure any alleged default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-complying party specifying the non-compliance. The non-complying party will have _____ days (5 days if left blank) after delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.
- 12-RETURN OF DEPOSIT: Unless otherwise specified in the Centract, in the event any condition of this Centract is not and Buyer has timely given any required notice regarding the condition having not been met, Buyer's deposit will be returned in accordance with applicable Florida Laws and regulations.

13. DEFAULT:

- (a) In the event the sale is not closed due to any default or failure on the part of Seller other than failure to make the title marketable after diligent effort, Buyer may elect to receive return of Buyer's deposit without thereby waiving any action for damages resulting from Seller's breach and may seek to recover such damages of epocifications. If Buyer elects a depocit refund, Seller may be liable to Broker for the full amount of the brokerage
- (b) In the event the sale is not closed due to any default or failure on the part of Buyer, Seller may either (1) retain all deposit(s) paid or agreed to be paid by Buyer as agreed upon liquidated damages, consideration for the execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek epocific performance. If Buyer fails to timely place a deposit as required by this Contract, Seller may either (1) terminate the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without waiving any remedy for Buyer's default.
- 14. ATTORNEY'S FEES AND COSTS: In any claim or controversy arising out of or relating to this Contract, the prevailing party, which for purposes of this provision will include **Buyer**, **Seller** and Broker, will be awarded reasonable attorneys' fees, costs, and expenses.
- **15. NOTICES:** All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice, document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker) representing a party will be as effective as if given by or delivered to that party.

16. DISCLOSURES:

- (a) Commercial Real Estate Sales Commission Lien Act: The Florida Commercial Real Estate Sales Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of commercial real estate for any commission earned by the broker under a brokerage agreement. The lien upon the owner's net proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not attach to any interest in real property. This lien right cannot be waived before the commission is earned.
- **(b)** Special Assessment Liens Imposed by Public Body: The Property may be subject to unpaid special assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such liens, if any, shall be paid as set forth in Paragraph 9(e).

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Buyer (140) and Seller (n	_) acknowledge receipt of a copy of this page, which is Page 5 of 8 Pages.
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- (c) 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.
- (d) Energy-Efficiency Rating Information: Buyer acknowledges receipt of the information brochure required by Section 553.996, Florida Statutes.

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- (a) If, after the Effective Date and before closing, the Property is damaged by fire or other casualty. Seller will bear the risk of loss and Buyer may cancel this Contract without liability and the deposit(s) will be returned to Buyer. Alternatively, Buyer will have the option of purchasing the Property at the agreed upon purchase price and Seller will credit the deductible, if any and transfer to Buyer at closing any insurance proceeds, or Seller's claim to any insurance proceeds payable for the damage. Seller will cooperate with and assist Buyer in collecting any such proceeds. Seller shall not settle any insurance claim for damage caused by casualty without the consent of the Buver.
- (b) If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the right of eminent domain, or proceedings for such taking will be pending or threatened, Buyer may cancel this Contract without liability and the deposit(s) will be returned to Buyer. Alternatively, Buyer will have the option of purchasing what is left of the Property at the agreed upon purchase price and Seller will transfer to the Buyer at closing the proceeds of any award, or Seller's claim to any award payable for the taking. Seller will cooperate with and assist Buyer in collecting any such award.
- 18. ASSIGNABILITY; PERSONS BOUND: This Contract may be assigned to a related entity, and otherwise \(\text{\text{\text{\text{D}}}} \) is not assignable is assignable. If this Contract may be assigned, **Buyer** shall deliver a copy of the assignment agreement to the **Seller** at least 5 days prior to Closing. The terms "Buyer," "Seller" and "Broker" may be singular or plural. This Contract is binding upon Buyer, Seller and their heirs, personal representatives, successors and assigns (if assignment is permitted).
- 19. MISCELLANEOUS: The terms of this Contract constitute the entire agreement between Buyer and Seller. Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be construed under Florida law and will not be recorded in any public records.

282 20. BROKERS: Neither Seller nor Buyer has used the services of, or for any other reason owes compensation to, a 283 284

licensed real estate I	Broker other than:	
(a) Seller's Broker:	NA	
	(Company Name)	(Licensee)
-	(Address, Telephone, Fax, E-mail)	······································
who 🗆 is a single ac		kerage relationship and who will be compensated_ by
☐ Seller ☐ Buyer [☐ both parties pursuant to ☐ a listing agreer	ment 🛮 other (specify)
	9	
(b) Buyer's Broker:	NA	
A 5 A	(Company Name)	(Licensee)
	(Address, Telephone, Fax, E-mail)	
who □ is a single ac	(Address, Telephone, Fax, E-mail)	kerage relationship and who will be compensated by
		I an MLS offer of compensation ☐ other (specify)
_ coller 5 Droker _	ociter in buyer in bourparties pursuant to	arriving other or compensation in other (specify)
collectively referred	to as "Broker") in connection with any act rel	ating to the Property, including but not limited to
inquiries, introduction	as consultations and negotiations resulting i	in this transaction. Seller and Buyer agree to
ndemnify and hold F	Broker harmless from and against losses dar	mages, costs and expenses of any kind, including
easonable attorneve	s' fees at all levels, and from liability to any no	erson, arising from (1) compensation claimed which is
inconsistent with the	representation in this Paragraph (2) enforce	ement action to collect a brokerage fee pursuant to
Paragraph 10 (3) an	by duty accepted by Broker at the request of	Seller or Buyer, which is beyond the scope of
		Gener or Buyer, which is beyond the scope of
N 4	Λ.	

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301 302	services regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations of or services provided and expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of Seller or Buyer .		
303	21. OPTIONAL CLAUSES: (Check if any	of the following clauses are applicable	and are attached as an addendum to
304	this Contract):		
305	☐ Arbitration	☐ Seller Warranty	☐ Existing Mortgage
306	☐ Section 1031 Exchange	☐ Coastal Construction Control Line	☐ Buyer's Attorney Approval
307	□ Property Inspection and Repair	☐ Flood Area Hazard Zone	☐ Seller's Attorney Approval
308	☐ Seller Representations	☐ Seller Financing	☑ Other Addendum
200	22 ADDITIONAL TERMS		TA V. V.
309	22. ADDITIONAL TERMS:		
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333	(
334	THIS IS INTENDED TO BE A LEGALLY		
335	ADVICE OF AN ATTORNEY PRIOR TO		
336	FACTS AND REPRESENTATIONS THAT		
337	PROFESSIONAL FOR LEGAL ADVICE		
338	EFFECT OF LAWS ON THE PROPERTY		
339	REPORTING REQUIREMENTS, ETC.) A		
340	ADVICE. BUYER ACKNOWLEDGES TH		
341	REPRESENTATIONS (ORAL, WRITTEN		
342	REPRESENTATIONS OR PUBLIC RECO		
343	THE REPRESENTATION. BUYER AGRE		
344	GOVERNMENTAL AGENCIES FOR VER		IDITION, SQUARE FOOTAGE AND
345	FACTS THAT MATERIALLY AFFECT P	OPERTY VALUE.	
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	Buyer () () and Seller	acknowledge receipt of a copy of this	page, which is Page 7 of 8 Pages.
	CC-5 Rev. 9/17		©2017 Florida Realtors®

346 347	Each person signing this Contract on behalf of a party that is a party that such signatory has full power and authority to enter			
348	terms and each person executing this Contract and other documents on behalf of such party has been duly authorized			
349	to do so.			
	to do so. Le Chateau Properties, L.C, A Florida Limted Liability Company		, /	
350		Date: \ 2	1/29/17	
	(Signature of Buyer			
351	(Typed or Printed Name of Buyer)	Tax ID No.: 82	2378578	
352	Title: Presidut	Telephone:9	54-605-1692	
353		Date:		
	(Signature of Buyer	-		
354		Toy ID No.		
354	(Typed or Printed Name of Buyer)	Tax ID No		
	(Typed of Timed Name of Buyer)			
355	Title:	Telephone:		
356	Buyer's Address for purpose of notice			
357	Facsimile:	Email:		
331		LITIAII		
	City of Fort Lauderdale, A Florida Municipal Corporation			
358	(Signature of Seller)	Date:		
	(Signature of Seller)			
359	John P. "Jack" Seiler (Typed or Printed Name of Seller)	I ax ID No.:		
	(Typed of Pfinled Name of Seller)			
360	Title: Mayor 1	Telephone:		
	Title: Mayor (Signature of Seller)			
361		Date:		
	(Signature of Seller)			
362	Lee R. Feldman (Typed or Printed Name of Seller)	Tax ID No.:		
	(Typed or Pfinled Name of Seller)			
363	Title: City Manager	Telephone:		
364	Seller's Address for purpose of notice:			
265	Faccimile	Caralla		
365	Facsimile:	Email:		

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ADDENDUM TO COMMERCIAL CONTRACT OF VACANT LAND LOCATED AT 15XX NW 4TH Avenue

SELLER TO BUYER

PARTIES:

CITY OF FORT LAUDERDALE, a Florida municipal corporation, whose mailing address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301 (hereinafter, "SELLER" or "CITY")

-and-

Le Chateau Properties LLC, a Florida limited liability company, whose principal address is 315 NE 3rd Avenue, 2107, Fort Lauderdale, FL 33301 (hereinafter, "BUYER")

PROPERTY: SEE COMMERCIAL CONTRACT (the "Property")

The following Addendum amends the Commercial Contract and the parties do hereby agree as follows:

- 1. Purchase and Sale. Subject to the terms and conditions of the Commercial Contract, as amended by this Addendum, CITY shall sell to Buyer, and Buyer shall purchase from CITY, all of CITY'S right, title and interest in the Property, subject to taxes for the year of closing and subsequent years, oil, gas, mineral rights with right of entry released, matters of plat, reservations, restrictions, easement, covenants and conditions of record and governmental regulations.
 - 1.1. Check, if applicable Apply NA Do Not Apply. Appropriation of Funds. This Agreement is not valid or enforceable until the City Commission has appropriated sufficient funds for this transaction.
 - 1.2. If the successful bidder, Buyer shall submit a deposit equal to Ten Percent (10%) of the Purchase Price which deposit is nonrefundable and shall not be returned notwithstanding Buyer's failure to execute the Commercial Contract or Addendum. Pursuant to Sections 3 or 7 of this Addendum and Section 13 of the Commercial Contract, Seller acknowledges Buyer is entitled to receive a refund of its deposit if Seller fails to deliver marketable title, Buyer exercises its right to terminate this Agreement under Section 7 of this Addendum or if Seller defaults under this Contract as set forth in Section 13 of the Commercial Contract. Seller reserves the right to

withdraw its offer to sell the Property pursuant to the Commercial Contract if the Contract and Addendum are not signed by both parties on or before January 13, 2018 at which time Buyer shall forfeit its deposit.

- 2. Closing Date. This transaction shall be closed and the deed and possession of the Property delivered no later than twenty (20) days after the close of the Due Diligence Period, unless extended by other provisions of this Contract or separate agreement. Authority is hereby delegated to the City Manager to execute any agreements or amendments respecting extension or acceleration of the Closing Date.
 - 2.1 Place of Closing. Closing shall be at the office of the closing agent selected for this transaction.
 - 2.2 The Closing Agent shall prepare the Closing Statement.
- 3. Evidence of title. Evidence of title for the Property shall be delivered by Seller to Buyer within fifteen (15) days after the Effective Date of this Contract. Buyer shall have thirty (30) days from the date of receiving evidence of title to examine same and provide notice of title defects to the Seller. Seller has an obligation to deliver marketable title in accordance with current standards adopted by the Florida Bar and reserves the right to cure any title defects in its sole discretion. If Seller elects not to cure a title defect, then Buyer's sole remedy is to terminate this Agreement and receive a refund of its deposit. Buyer must send notice of termination to Seller on or before the end of the Due Diligence Period. Before the end of the Due Diligence Period, Seller and Buyer shall agree on a list of Permitted Title Exceptions which shall be attached to the Quit Claim Deed at closing. Thereafter, Buyer's right to terminate related to marketable title is waived unless adverse title matters created by Seller arise after the end of the Due Diligence Period.
 - 3.1 Conveyance. CITY's conveyance of title to the Property shall be by Quit Claim Deed and shall be subject to taxes for the year of closing and subsequent years, reservations, restrictions, easements, oil, gas and mineral rights with right of entry released, matters of plat, covenants and conditions of record, governmental regulations.
 - 3.2 Owner's Title Insurance Policy and Other Closing Costs. The expense of the Owner's Title Insurance Policy for the Property, lien searches, taxes on the deed and other closing costs shall be paid by the Buyer except for Seller's attorney's fees and recording fees needed to cure title defects.
- 4. Survey. At its expense and election, Buyer shall obtain a survey on or before the end of the Due Diligence Period. If the survey shows encroachment(s) on the Property or that improvements located on the Property encroach on easements, lands of others, or violate any restrictions, contract covenants or applicable governmental regulation, the same shall constitute a title defect.
 - 5. Inspections, Testing and Examination.

- Buyer shall be provided a period ("Due Diligence Period") for investigation, testing (a) and examination of the Property as set forth herein. The "Due Diligence Period" shall be a period starting with the Effective Date of this Agreement and ending sixty (60) days thereafter. During the Due Diligence Period, Buyer shall have the absolute right, through its agents, servants, employees and contractors, to enter upon the Property for the purpose of investigation, discovery, inspection and testing of the Property, including, without limitation soil testing and boring, environmental studies or any other testing Buyer determines to be necessary or appropriate to the evaluation of the purchase and sale of the Property, including inspection as provided in paragraph 7 (b) of the Contract. CITY agrees to cooperate, at no expense to CITY, in regard to Buyer's efforts to obtain all relevant information respecting the investigation, discovery and testing, providing to Buyer within ten (10) days of the Effective Date hereof copies of (i) CITY'S books and records respecting any previous environmental assessments of the Property, including those books and records, owner's title insurance policy or survey in the possession of CITY or any of its agents.
- (b) In connection with such inspection, there shall be no invasive tests that can or may cause damage to the Property unless Buyer has received CITY'S prior written approval of such tests. The City Manager is authorized hereby to provide such written approval of such tests on behalf of CITY. All such entries shall be at the risk of Buyer; CITY shall have no liability for any injuries sustained by Buyer or any of Buyer's agents or contractors. Buyer agrees to repair or restore promptly any damage to the Property caused by Buyer, its agents and contractors under this Paragraph. Upon completion of Buyer's investigations and tests, the Property will be restored to the same condition, as it existed before Buyer's entry upon the Property. Buyer's obligations under this Paragraph and paragraph 7 (b) of the Commercial Contract shall survive termination of this Contract.
- 6. Extension of time. In the event Buyer's investigation reveals a need for the parties to extend the times under this Contract, then either the (i) Due Diligence Period (Paragraph 7 (b) of the Commercial Contract and ¶5 of the Addendum), or (ii) Closing Date (¶2 of the Addendum) or both (i) or (ii) may be extended by written instrument signed by both CITY and Buyer. As to the CITY, the CITY's City Manager shall have the authority to execute any such instrument extending time under this ¶ 6 of the Addendum, but in no event shall the extension exceed one (1) year.
- 7. Right of Cancellation. Buyer shall have the absolute and unqualified right to terminate and cancel this Contract by delivering written notice of such cancellation to CITY no later than 5:00 PM on the fifth (5th) day after the Due Diligence Period has elapsed. The right of cancellation may be exercised upon the discovery of any condition determined to be unacceptable to Buyer in its sole discretion.
- 8. Leases. Conveyance of title to the Property shall be free of any leasehold interests or claims by persons in possession of the Property.
- 9. Possession and Occupancy. Other than reservation of interests and easement rights in the Property in favor of the CITY and any other governmental authorities, title, use, possession and occupancy of the Property shall pass to Buyer at Closing.

- 10. Personal Property. All of CITY's personal property shall be removed from the Property by the CITY prior to Closing or expiration of the Post Occupancy Agreement, if any, whichever occurs last.
- 11. Service Contracts. Except as specifically referenced herein, CITY represents and acknowledges that there are no Service Contracts concerning the Property and CITY will not enter into any service contracts concerning the Property prior to or after the Closing which would bind Buyer or the Property without the written consent of Buyer, which may not be unreasonably withheld.

12. Destruction or Condemnation of the Property.

- (a) In the event that all or any portion of the Property is damaged or destroyed by any casualty or by a taking or condemnation under the provisions of eminent domain law after the Effective Date but prior to the Closing, CITY shall give Buyer prompt written notice of same ("Condemnation/Casualty Notice").
- (b) Within fifteen (15) days after receipt of the Condemnation/Casualty Notice, Buyer shall have the option of (i) taking the Property in "AS IS" condition at the agreed upon purchase price, together with an assignment of the insurance proceeds, if any, or (ii) terminating this Agreement, Contract and Addendum by delivery of written notice to CITY. If the Closing date falls within such fifteen (15) day period, the Closing date shall be extended until the day after the expiration of the fifteen (15) day period.
- (c) In the event Buyer elects under subsection (b)(i) above to take Property in "AS IS" condition, then Seller shall, upon Closing, assign to Buyer all claims of Seller under or pursuant to any casualty insurance coverage, or under any provisions of eminent domain law, as applicable, and all proceeds from any such casualty insurance or condemnation awards received by Seller on account of any such casualty or condemnation, as the case may be (to the extent the same have not been applied by Seller prior to the Closing Date to repair the resulting damage), and there shall be no reduction in Purchase Price (except that in connection with a casualty covered by insurance, Buyer shall be credited with the lesser of the remaining cost to repair the damage or destruction caused by such casualty or the amount of the deductible under Seller's insurance policy, if any, [except to the extent such deductible was expended by Seller to repair the resulting damage].

13. Representations and Warranties.

13.1 CITY hereby represents and warrants the following to Buyer:

- (a) <u>Authority</u>. CITY has all requisite power and authority to execute and deliver, and to perform all of its obligations under, this Contract.
- (b) Enforceability. This agreement constitutes a legal, valid and binding obligation of CITY enforceable against CITY in accordance with its terms, except as limited by bankruptcy,

insolvency, reorganization, moratorium and other similar laws of general applicability relating to or affecting the enforcement of creditor's rights and general equitable principles.

- (c) No Bankruptcy or Dissolution. No "Bankruptcy/Dissolution Event" (as defined below) has occurred with respect to CITY. As used herein, a "Bankruptcy/Dissolution Event" means any of the following: (a) the commencement of a case under Title 11 of the U.S. Code, as now constituted or hereafter amended, or under any other applicable federal or state bankruptcy law or other similar law; (b) the appointment of a trustee or receiver of any property interest; (c) an assignment for the benefit of creditors; (d) an attachment, execution or other judicial seizure of a substantial property interest; (e) the taking of, failure to take, or submission to any action indicating an inability to meet its financial obligations as they accrue; or (f) a dissolution or liquidation, death or incapacity.
- (d) <u>Litigation</u>. Except as disclosed in Exhibit 1, to the best of our knowledge, CITY has received no written notice of any pending or threatened action, litigation, condemnation or other proceeding against the Property or against CITY with respect to the Property, nor is CITY aware of any such pending or anticipated action or litigation regarding the Property or against CITY with respect to the Property.
- (e) <u>Compliance</u>. Except as disclosed in Exhibit 2, to the best of our knowledge, CITY has received no written notice from any governmental authority having jurisdiction over the Property to the effect that the Property is not in compliance with applicable laws, ordinances, rules or regulations.
- (f) Foreign Person. CITY is not a "foreign person" within the meaning of the Internal Revenue Code, and at Closing, CITY shall deliver to Buyer an affidavit to such effect. CITY acknowledges and agrees that Buyer shall be entitled to fully comply with Internal Revenue Code Section 1445 and all related sections and regulations, as same may be amended from time to time, and CITY shall act in accordance with all reasonable requirements of Buyer in order to effect such full compliance by Buyer.
- (g) <u>Updated Certification</u>. At Closing, the CITY shall provide to Buyer an updated certification certifying that all the above representations and warranties of the CITY continue to be true and correct remain in full force and effect.
 - 13.2 Buyer hereby represents and warrants the following to City, which representations and warranties shall survive closing:
- (a) <u>Power and Authority</u>. Buyer has the full power and authority to make, deliver, enter into and perform pursuant to the terms and conditions of this Agreement, and has taken all necessary action or its equivalent to authorize the execution, delivery and performance of the terms and conditions of this Agreement. The individual executing this Agreement on behalf of the Buyer is duly authorized and has the power and authority to enter into a binding agreement on behalf of Buyer.

- Buyer is duly organized, validly existing and in good Good Standing. standing under the laws of the State of Florida.
- Valid and Binding Obligation. This Agreement, and the documents to be executed and delivered by Buyer in connection with the consummation of this Agreement, are and shall be valid and binding upon Buyer in accordance with their respective terms and conditions.
- No Violation of Law, Agreements, etc. The execution, delivery and performance (d) by Buyer of this Agreement are not precluded or proscribed by, and will not violate any provision of any existing law, statute, rule or order, decree, writ or injunction of any court, governmental department, commission, board, bureau, agency or instrumentality, and will not result in a breach of, or default under any agreement, mortgage, contract, undertaking or other instrument or document to which Buyer is a party or by which Buyer is bound or to which Buyer or any portion of the Property is subject.
- Computation of Days. In computing any period of time expressed in day(s) in this 14. Contract, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. When the period of time prescribed or allowed is less than seven (7) days, intermediate Saturdays, Sundays, and legal holidays shall be excluded in the computation.
- 15. **Notices.** All notices, requests and consents hereunder to any party, shall be deemed to be sufficient if in writing and (i) delivered in person, (ii) delivered via facsimile or via e-mail, if a confirmatory mailing in accordance herewith is also contemporaneously made, (iii) duly sent by first class registered or certified mail, return receipt requested, and postage prepaid or (iv) duly sent by overnight delivery service, addressed to such party at the address set forth below (or at such other addresses as shall be specified by like notice):

BUYER: Alex Karamanoglou

> 315 NE 3rd Avenue #2107 Ft. Lauderdale, FL 33301

with a copy to:

Rafael Morales **ACES Title Agency**

515 E. Las Olas Blvd., #460 Ft. Lauderdale, FL 33301

Lee R. Feldman, City Manager CITY:

City of Fort Lauderdale 100 North Andrews Avenue Fort Lauderdale, Florida 33301 Telephone: (954) 828-5129

FAX: (954) 828-5021 LFeldman@fortlauderdale.gov

with a copy to:

Cynthia A. Everett, City Attorney

City of Fort Lauderdale 100 North Andrews Avenue Fort Lauderdale, Florida 33301 Telephone: (954) 828-5036 FAX: (954) 828-5915

CEverett@fortlauderdale.gov

All such notices and communications shall be deemed to have been given when transmitted in accordance herewith to the foregoing persons at the addresses set forth above; provided, however, that the time period in which a response to any such notice must be given shall commence on the date of receipt thereof; provided, further, that rejection or other refusal to accept or inability to deliver because of changed address for which no notice has been received shall also constitute receipt. The respective attorneys for CITY and Buyer are authorized to send notices and demands hereunder on behalf of their respective clients.

- 16. Documents for Closing. All documents for closing prepared by CITY shall be submitted to Buyer for approval at least two (2) days prior to Closing.
- 17. Brokers. CITY and Buyer warrant and represent to each other that neither party has employed the services of a realtor, broker or finder with respect to the sale of the Property. Other than as represented above, Neither this Contract nor any subsequent transaction between CITY and Buyer involving the Property has been brought about through the efforts of any other Broker. CITY and Buyer agree that in the event of a breach of this warranty and representation, the offending party shall indemnify and hold the non-offending party harmless with respect to any loss or claim for brokerage commission, including all reasonable attorneys' fees and costs of litigation through appellate proceedings. This paragraph shall survive expiration of this Contract.
- 18. Proceeds of Sale. All payments made by Buyer shall be made in the form of U.S. currency, or escrow account check drawn on the account of the Title Insurance Agent or Attorney licensed to practice law in the State of Florida or wire transfer of funds or equivalent drawn on a financial institution with branches in Broward, Miami-Dade or Palm Beach County which must have at least one branch in Broward County.
- 19. Purchase "As Is". Subject to the provisions herein, Buyer acknowledges that it has performed, or will perform pursuant to this Contract, sufficient physical inspections of the Property in order to fully assess and make itself aware of the physical condition of the Property, and that Buyer is purchasing the Property in an "AS IS" condition. Except as may be expressly set forth herein, Buyer acknowledges that the CITY has made no other representations or warranties as to the condition or status of the Property and that Buyer is not relying on any other representations or warranties of the CITY, any broker(s), or any agent of CITY in purchasing the Property. Except as may be expressly set forth herein, Buyer acknowledges that neither CITY nor

any agent of CITY has provided any other representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to:

- (a) The nature, quality or condition of the Property, including, without limitation, the water, soil and geology;
- (b) The income to be derived from the Property;
- (c) The suitability of the Property for any and all activities and uses which Buyer may conduct thereon;
- (d) The compliance of or by the Property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body;
- (e) The habitability, merchantability or fitness for a particular purpose of the Property; or
- (f) Any other matter with respect to the Property.

Without limiting the foregoing, CITY does not and has not made and specifically disclaims any other representation or warranty regarding the presence or absence of any hazardous substances, as hereinafter defined, at, on, under or about the Property or the compliance or non-compliance of the Property with any laws, rules, regulations or orders regarding Hazardous Substances (collectively the "Hazardous Substance Laws") other than the representation that the CITY has not received any notice from any governmental agency of any violation of any Hazardous Substance Laws relating to the Property. For purposes of this Contract, the term "Hazardous Substances" shall mean and include those elements or compounds which are contained in the list of Hazardous Substances adopted by the United States Environmental Protection Agency and the list of toxic pollutants designated by Congress or the Environmental Protection Agency or under any Hazardous Substance laws. Hazardous Substances shall also include Radon Gas. Buyer further acknowledges that neither CITY nor any agent of CITY has provided any representation or warranty with respect to the existence of asbestos or other Hazardous Substances on the Property other than as may be specifically set forth in this Contract.

Buyer acknowledges that it has completed its own market due diligence of the Property, and that the Purchase Price reflects Buyer's informed judgment as to the matters set forth herein.

20. Check ____, if applicable. Disclosure Of Beneficial Interest(s). If the Seller is a partnership, limited partnership, corporation or if title to the Real Property is held by Seller in any other form of representative capacity, as more particularly set forth in § 286.23, Florida Statutes, then, simultaneous with the Contract being submitted to the Buyer, Seller must submit to the City Attorney a public disclosure notice in writing, under oath and subject to the penalties for perjury ("Public Disclosure"). The Public Disclosure must be executed by the chief executive officer of the Seller and must state his or her name and address and the name(s) and address (es) of each and

every person having a beneficial interest in the Property; provided, however, disclosure of beneficial interests in nonpublic entities shall not be required as to persons or entities holding less than five (5%) per cent of the beneficial interest in the Seller.

- (b) The beneficial interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, whose interest is for sale to Buyer is exempt from the provisions of this Section.
 - (c) If the Seller is an individual or individuals, no Public Disclosure is required.
- 21. Conflict. In the event of any conflict or ambiguity between this Addendum and the underlying Contract that it modifies, this Addendum shall control.
- 22. Expenses of Closing. The premium for an Owner's policy of title insurance and Documentary Stamps on the deed of conveyance shall be paid by Buyer in accordance with Florida Statute Sec. 201.01 (2017).

23. Miscellaneous.

- (a) <u>Incorporation of Exhibits</u>. All exhibits attached and referred to in Contract and Addendum are hereby incorporated herein as fully set forth in.
 - (b) Time of the Essence. Time is of the essence of this Agreement.
- (c) <u>Severability</u>. If any term or provision of this Contract or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Contract, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Contract shall be valid and be enforced to the fullest extent permitted by law.
- (d) Interpretation. Words used in the singular shall include the plural and vice-versa, and any gender shall be deemed to include the other. Whenever the words "including", "include" or "includes" are used in this Contract, they should be interpreted in a non-exclusive manner. The captions and headings of the Paragraphs of this Contract are for convenience of reference only, and shall not be deemed to define or limit the provisions hereof. Except as otherwise indicated, all Exhibits and Paragraph references in this Contract shall be deemed to refer to the Exhibits and Paragraphs in this Contract. Each party acknowledges and agrees that this Contract (a) has been reviewed by it and its counsel; (b) is the product of negotiations between the parties, and (c) shall not be deemed prepared or drafted by any one party. In the event of any dispute between the parties concerning this Contract, the parties agree that any ambiguity in the language of the Contract is to not to be resolved against CITY or Buyer, but shall be given a reasonable interpretation in accordance with the plain meaning of the terms of this Contract and the intent of the parties as manifested hereby.
- (e) No Waiver. Waiver by one party of the performance of any covenant, condition or promise of the other party shall not invalidate this Contract, nor shall it be deemed to be a waiver

by such party of any other breach by such other party (whether preceding or succeeding and whether or not of the same or similar nature). No failure or delay by one party to exercise any right it may have by reason of the default of the other party shall operate as a waiver of default or modification of this Contract or shall prevent the exercise of any right by such party while the other party continues to be so in default.

- (f) <u>Consents and Approvals</u>. Except as otherwise expressly provided herein, any approval or consent provided to be given by a party hereunder shall not be unreasonably withheld, delayed or conditioned.
 - (g) Governing Law. The laws of the State of Florida shall govern this Contract.
- (h) <u>Third Party Beneficiaries</u>. Except as otherwise expressly provided in this Contract, CITY and Buyer do not intend by any provision of this Contract to confer any right, remedy or benefit upon any third party (express or implied), and no third party shall be entitled to enforce or otherwise shall acquire any right, remedy or benefit by reason of any provision of this Agreement.
- (i) <u>Amendments</u>. This Agreement may be amended by written agreement of amendment executed by all parties, but not otherwise.
- (j) <u>Jurisdiction: Venue</u>. Each party hereby consents to the exclusive jurisdiction of any state or federal court located within the jurisdiction where the Property is located. Each party further consents and agrees that venue of any action instituted under this Contract shall be proper solely in the jurisdiction where the Property is located, and hereby waives any objection to such venue.
- (k) <u>Waiver of Trial by Jury</u>. The parties hereby irrevocably waive their respective rights to a jury trial of any claim or cause of action based upon or arising out of this Contract. This waiver shall apply to any subsequent amendments, renewals, supplements or modifications to this Contract. In the event of litigation, this Contract may be filed as a written consent to a trial by the court.
- (l) Proration of Taxes. If applicable, in accordance with Florida Statutes, Section 196.295, Seller, at closing, shall pay to the Broward County Tax Collector an amount equal to the current year's taxes prorated to the date of transfer of title, together with any taxes or special assessments due for prior and future years. The Seller shall be required to place in escrow with the Tax Collector an amount equal to the current taxes prorated to the date of transfer of title, based upon the current assessment and millage rates on the Property. The escrowed funds shall be used to pay any ad valorem taxes and special assessments due and the remainder of taxes which would otherwise have been due for the current year shall stand cancelled. Upon payment of the final bill, if additional funds in excess of the escrowed balance are owed, upon demand from the Buyer, the Seller shall immediately remit the difference to the Tax Collector in U.S. Funds. This provision shall survive closing.

- (n) <u>Rights Reservation</u>. Pursuant to F.S. 270.11 (2017), the Seller reserves all right, title or interest in phosphate, minerals, metals or petroleum, in, on or under the Property in the event the same is mined or developed. However, the Seller <u>X</u> releases <u>does not release its right of entry.</u>
- (o) <u>Sovereign Immunity</u>. Nothing herein shall be construed or deemed a waiver of sovereign immunity in favor Seller pursuant F.S. Section 768.28 (2017).

(p) Buyer's Option To Effectuate A Tax Free Exchange.

Buyer, at Buyers' option, may elect to have the subject transaction treated as a tax deferred exchange of real estate pursuant to § 1031, Internal Revenue Code.

- (b) This Contract may be assigned to a qualified intermediary for the purposes of completing the exchange. The Seller shall be notified in writing when and if this assignment is made.
- (c) Seller shall cooperate with Buyer in effecting the exchange of property contemplated hereby and execute such documents as may be necessary to effectuate the §1031 tax deferred exchange, provided that Seller shall be held harmless from any and all loss, liability, costs, claims, demands, expenses, claims, damages, actions, causes of actions, and suits (including, without limitation, reasonable attorney's fees and costs of litigation, if any), and Seller shall not be exposed to, suffer or incur any additional cost, expense, liability or diminution of title to the Property as a result of cooperation in this like-kind exchange.
- (d) If Buyer elects the like kind exchange, the closing contemplated by the Contract shall not be delayed without the written consent of Seller.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have set their hands and seal the day and year written above.

WITNESSES [Witness type or print name]



CITY OF FORT LAUDERDALE

"Jack" Seiler, Mayor

Feldman, City Manager

ATTEST:

Jeffrey A. Modarelli, City Clerk

APPROVED AS TO FORM: Cynthia A. Everett, City Attorney

Lynn Solomon Assistant City Attorney

STATE OF FLORIDA: COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 10 day of , 2018, by JOHN P. "JACK" SEILER, Mayor of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida. He is personally known to me and did not

(SEAL)

take an oath.

SAFEEA A. MALONEY Notary Public - State of Florida My Comm. Expires Dec 4, 2018 Commission # FF 161992 Bonded through National Notary Assn

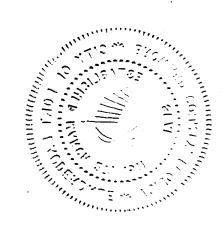
Notary Public, State of Florida

(Signature of Notary taking Acknowledgment)

Name of Notary Typed,

Printed or Stamped My Commission Expires:

Commission Number



S SEEE A MALONEY
Volum Public - State of Florida
My Codam, Expires Dad 9, 2018
Commission # 75 161992
Bredec through National Watary Assn

STATE OF FLORIDA: COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this \(\frac{1}{\lorenthing{\text{N}}}\) day of \(\frac{1}{\text{LAUDERDALE}}\), 2018, by \(\frac{1}{\text{LEE}}\) \(\frac{1}{\text{R.}}\) \(\frac{1}{\text{FELDMAN}}\), City Manager of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)



Notary Public, State of Florida (Signature of Notary taking Acknowledgment)

Name of Notary Typed, Printed or Stamped

My Commission Expires:

Commission Number

WITNESSES:	LE CHATEAU PROPERTIES LLC, a
	Florida Limited Liability Company
	, V XII ,
\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	By:
A h	Print Name: Alex Karamana,
	Print Title: President
Remaldo Penz	
[Witness print or type name]	
Sun Jan	
Book Saleale	
[Witness print or type name]	
[
STATE OF Thomba:	
COUNTY OF Brown :	
The foregoing instrument was a	cknowledged before me this 29 day of
December, 2018, by Alex Konny	of LE CHATEAU PROPERTIES
LLC, a Florida limited liability company. He/sh	ne is personally known to me or has produced
as id	entification and did not take an oath.
	\ h.y\d
(SEAL)	
	News Bullio Grass of Florida
	Notary Public, State of Florida (Signature of Notary taking Acknowledgment)
	(Signature of Notary taking Acknowledgment)
	'Renolds J. Penz M.
	Name of Notary Typed,
Reinaldo J. Perez Marcado	Printed or Stamped
NOTARY PUBLIC	
RICE NO CTATE OF FLURIUM	My Commission Expires:

Commission Number

STATE OF FLORIDA:

COUNTY OF BROWARD:	
The foregoing instrument was a 2018, by LEE R. FELDMA LAUDERDALE, a municipal corporation of Floritake an oath.	N, City Manager of the CITY OF FORT
(SEAL)	
	Notary Public, State of Florida (Signature of Notary taking Acknowledgment)
	Name of Notary Typed,
	Printed or Stamped My Commission Expires:
	Commission Number
	OLISIO DE LO LA LA CALLACATA DE

EXHIBIT "1"

PENDING LITIGATION RESPECTING PROPERTY

NONE

EXHIBIT "2"

Notice(s) from Governmental Authority that PROPERTY is not in compliance with laws, ordinances, rules or regulations

NONE



COMMISSION AGENDA ITEM DOCUMENT ROUTING FORM



Today's Date: __1/8/18___

NW 4 th Ave)
COMM. MTG. DATE:1/3/18_CAM #: _17-1542 ITEM #: _CR-2_ CAM attached: ⊠YES □NO
Routing Origin: CAO Router Name/Ext: Shaniece Louis / Ext. 5036
CIP FUNDED: YES NO Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.
2) City Attorney's Office # of originals attached: 2 Approved as to Form: YES NO
Date to CCO: _1/\frac{1}{\gamma/18} \qquad LS \qquad Initials
3) City Clerk's Office: # of originals: 2 Routed to: Gina Ri/CMO/X5013 Date: 19 18
4) City Manager's Office: CMO LOG #: San Son Date received from CCO: 1 1 1 1 1 8
☐ APPROVED FOR LEE FELDMAN'S SIGNATURE ☐ N/A FOR L. FELDMAN TO SIGN
PER ACM: S. HAWTHORNE (Initial/Date) C. LAGERBLOOM (Initial/Date) PENDING APPROVAL (See comments below) Comments/Questions:
Forward originals to Mayor FCCO Date: 11018
5) Mayor/CRA Chairman: Please sign as indicated. Forward originals to CCO for attestation/City seal (as applicable) Date:
INSTRUCTIONS TO CLERK'S OFFICE
City Clerk: Retains 1 original and forwards 1 original(s) to: Ryan Henderson/ CMO/ Ext. 5213 (Name/Dept/Ext)
Attach certified Reso # TYES NO Original Route form to CAO

please email an executed copy to Shaniece Louis *



COMMISSION AGENDA ITEM DOCUMENT ROUTING FORM

82C 2/12/18

Today's Date: 2/8/2018

DOCUMENT TITLE: QUIT CLAIM DEED - LE CHATEAU PROPERTIES LLC			
COMM. MTG. DATE: 01/03/2018 CAM #: 17-1542 ITEM #: CR-2 CAM attached: ⊠YES ☐NO			
Routing Origin: Router Name	/Ext: Action Sun	nmary attached: 🖂YES 🗌NO	
CIP FUNDED: YES NO	least 10 years and a cost of at least \$50,0 (land, buildings, or fixtures) that add value	evement Projects defined as having a life of at 2000 and shall mean improvements to real property and/or extend useful life, including major repairs al Property" include: land, real estate, realty, or real.	
2) City Attorney's Office: Docume	ents to be signed/routed? \(\text{YE}	ES NO # of originals attached:	
Is attached Granicus document Fina	al? YES NO Approve	ed as to Form: YES NO	
Date to CCO: Atto	orney's Name Initials	-	
3) City Clerk's Office: # of original	s: 2 Routed to: Kerry A/CI	MO/x5013 Date: 21218	
Assigned to: L. FELDMAN ⊠	S. HAWTHORNE C. L. A Executive Director	eived from: Lizardo – CAO 2/8/2018 AGERBLOOM FOR L. FELDMAN TO SIGN	
_	(Initial/Date) C. LAC	GERBLOOM (Initial/Date)	
Forward originals to _ Mayor CCO Date:			
5) Mayor/CRA Chairman: Please s seal (as applicable) Date:	sign as indicated. Forward	originals to CCO for attestation/City	
INSTRUCTIONS TO CITY CLERK'	S OFFICE		
City Clerk: Retains original a	nd forwards originals to:	(Name/Dept/Ext)	
Attach certified Reso #	YES □NO Original Rou	ute form to CAO	