

**ADDENDUM TO  
DEPOSIT RECEIPT AND CONTRACT  
FOR SALE AND PURCHASE**

**SELLER:** CITY OF FORT LAUDERDALE, a Florida municipal corporation

**BUYER:** DRUMM ENTERPRISES, INC., a Florida corporation

**PROPERTY:** Lot 5, Block 117 PROGRESSO, according to the Plat thereof, as recorded in Plat Book 2, Page 18 of the Public Records of Dade County, Florida; said lands lying, situate and being in Broward County, Florida.

(Approximate Street Address: 1239 N.E. 3<sup>rd</sup> Avenue  
Fort Lauderdale, FL)

(Property ID No. 4942 34 03 2741)

(Hereinafter, "Property")

The following Addendum to the Deposit Receipt and Contract for Sale and Purchase (hereinafter, "Contract") is hereby incorporated into that Contract between Buyer and Seller and Buyer and Seller do hereby agree as follows:

**1. Purchase and Sale.** Subject to the terms and conditions of this Contract, Seller shall sell to Buyer, and Buyer shall purchase from Seller, all of Seller's right, title and interest in and to the above described Real Property

**1.1. Effective Date.** The Effective Date of this Contract shall be the first day of the month next succeeding that date upon which both Buyer and Seller have executed this Contract.

**2. Closing Date.** This Contract shall be closed and the deed and possession of the Real Property no later than **forty-five (45) days** after the Effective Date of this Contract, unless extended by other provisions of this Contract or separate agreement.

**3. Evidence of title.** Buyer shall secure whatever evidence of title it elects at its own expense. Buyer shall have ten (10) business days from the date of receiving evidence of title to examine same. Conveyance of the Real Property by Seller shall be by way of Quit-Claim Deed.

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**4. Survey.** Buyer may survey the Real Property within **fifteen (15) days** after the Effective Date of this Contract. Seller shall have no obligation to cure any encroachments as title to this Real Property is being conveyed by Quit-Claim Deed.

**5. Inspections, Testing and Examination.**

(a) Buyer shall be provided a period ("Investigation Period") for investigation, testing and examination of the Real Property as set forth herein. The "Investigation Period" under this Contract shall be a period starting with the Effective Date of the Contract and ending **thirty (30) days** thereafter. During the Investigation Period, Buyer shall have the absolute right, through its agents, servants, employees and contractors, to enter upon the Real Property for the purpose of investigation, discovery, inspection and testing of the Real 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 Real Property including inspection as provided in ¶ 15 ("Inspections, Repair and Maintenance") of the Contract. Seller agrees to cooperate, at no expense to Seller, in regard to Buyer's efforts to obtain all relevant information respecting the investigation, discovery and testing, including providing to Buyer within **ten (10) days** of the Effective Date hereof copies of any relevant documents within the possession of Seller or any of its agents.

(b) In connection with such inspection, there shall be no soil tests or other invasive tests that can or may cause damage to the Real Property unless Buyer has received Seller's prior written approval of such tests. All such entries shall be at the risk of Buyer; Seller 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 Real Property caused by Buyer, its agents and contractors under this Paragraph. Upon completion of Buyer's investigations and tests, the Real Property will be restored to the same condition as it existed before Buyer's entry upon the Real Property. In the event this Contract is terminated without a closing upon and passing title, Buyer's obligations under this Paragraph shall survive termination of this Contract for a period of six (6) months.

**6. Extension of time.** For good cause shown, any time or deadline referenced herein may be extended on behalf of Seller, by the City Manager, Assistant City Manager, Director of Economic Development, City Attorney or Assistant City Attorney by written instrument executed by such designated party.

**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 Seller no later than 5:00 PM on the fifth (5<sup>th</sup>) business day after the Investigation Period

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has elapsed. The right of cancellation may be exercised by Buyer and may be exercised upon the discovery of any condition determined to be unacceptable to Buyer.

**8. Liquidated Damages.** [This Section intentionally deleted.]

**9. Leases.** Conveyance of title to the Real Property shall be free of any leasehold interests or claims by persons in possession of the Real Property.

**10. Personal Property.** Seller represents and acknowledges that there is no personal property located on the Real Property that is a part of the sale of the Real Property.

**11. Service Contracts.** Seller represents and acknowledges that there are no Service Contracts concerning this Real Property.

**12. Destruction or Condemnation of Real Property.** [This Section is intentionally deleted.]

**13. Seller Representations and Warranties.** Seller hereby represents and warrants the following to Buyer:

(a) Authority. Seller has all requisite power and authority to execute and deliver, and to perform all of its obligations under this Contract.

(b) Enforceability. This Contract constitutes a legal, valid and binding obligation of Seller enforceable against Seller 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 Seller. 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.

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**14. Computation of Days.** In computing any period of time expressed in day(s) in this 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. Notice.** All notices under this Contract to be given by one party to the other shall be in writing and the same shall only be deemed given if forwarded as follows:

(a) By certified mail, return receipt requested, to the following addresses:

**SELLER:** Lee R. Feldman, City Manager  
City of Fort Lauderdale  
100 North Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 828-5129  
FAX: (954) 828-5021

with a copy to: Phil Thornburg, Director of Parks and Recreation  
City of Fort Lauderdale  
1350 W. Broward Boulevard  
Fort Lauderdale, FL 33312

With a copy to: Robert B. Dunckel, Assistant City Attorney  
City of Fort Lauderdale  
100 North Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 828-5036  
FAX: (954) 828-5915

**BUYER:** DRUMM ENTERPRISES, INC.  
821 N.W. 66<sup>th</sup> Avenue  
Plantation, FL 33317  
Attn: Bruce R. Drumm, President

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with a copy to:

Berkshire Hathaway Home Services Florida Realty  
1306 S.E. 17<sup>th</sup> Street  
Fort Lauderdale, FL 33316  
Attn: Gene Groves

or to such other addresses as the parties may by writing designate to the other party from time to time. All notices, demands, deliveries, or other communications hereunder shall be deemed to have been given or served for all purposes hereunder forty-eight (48) hours after the time that such communication was deposited in the United States mails (Saturdays, Sundays and legal holidays excluded), postage prepaid, in the manner aforesaid, provided however, that for any distance in excess of five hundred (500) miles, overnight express service shall be utilized.

**(b)** The notice may also be served by personal delivery to the Seller or Buyer as indicated above.

**16. Documents for Closing.** All documents for closing prepared by Seller shall be submitted to Buyer for approval at least two (2) days prior to Closing.

**17. Brokers.** Seller has retained CBRE, Inc. a Delaware corporation, as its broker of record. Buyer has retained Watermark Realty, Inc., a Delaware corporation, d/b/a/ Berkshire Hathaway Home Services Florida Realty ("BHHS") as a co-broker for this transaction. In addition to the gross sales proceeds being paid by Buyer at the time of closing, Buyer shall pay (1) to CBRE its brokerage commission of 3.0% of the gross sales proceeds and to BHHS a brokerage commission of 10.0% of the gross sales proceeds. Buyer agrees and acknowledges that as to the brokerage commission, CBRE and BHHS are third-party beneficiaries under this Contract. Except as otherwise disclosed in the section of the Contract entitled "Acceptance of Contract & Professional Service Fee", Seller and Buyer warrant and represent to each other that no broker or agent has been employed with respect to the sale of the Real Property. Other than as represented above, neither this Contract nor any subsequent transaction between Seller and Buyer involving the Real Property has been brought about through the efforts of any Broker. Seller 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 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, trust account 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,

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Dade or Palm Beach County which must have at least one branch in the county where the Real Property is located.

**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 Real Property in order to fully assess and make itself aware of the physical condition of the Real Property, and that Buyer is purchasing the Real Property in an "AS IS" condition. Nothing contained in this Paragraph shall be construed as to negate Seller's obligation to convey marketable title by Statutory Warranty Deed. Except as may be expressly set forth in or required by this Contract, Buyer acknowledges that the Seller has made no other representations or warranties as to the condition or status of the Real Property and that Buyer is not relying on any other representations or warranties of the Seller, any broker(s), or any agent of Seller in purchasing the Real Property. Except as may be expressly set forth in or required by this Contract, Buyer acknowledges that neither Seller nor any agent of Seller 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 Real Property, including, without limitation, the water, soil and geology;
- (b) The income to be derived from the Real Property;
- (c) The suitability of the Real Property for any and all activities and uses which Buyer may conduct thereon;
- (d) The compliance of or by the Real 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 Real Property; or
- (f) Any other matter with respect to the Real Property.

Without limiting the foregoing, Seller 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 Real Property or the compliance or non-compliance of the Real Property with any laws, rules, regulations or orders regarding Hazardous Substances (collectively the "Hazardous Substance Laws"). For purposes of this Contract, the term "Hazardous Substances"

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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 Seller nor any agent of Seller has provided any representation or warranty with respect to the existence of asbestos or other Hazardous Substances on the Real Property other than as may be specifically set forth in this Contract.

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

**20. Seller's Option To Effectuate A Tax Free Exchange.** [This Section intentionally deleted.]

**21. Disclosure Of Beneficial Interest(s).** [This Section intentionally deleted.]

**22. Conveyance.** Conveyance of the Real Property shall be by Quit-Claim Deed. Seller makes no warranty, express or implied, as to the status of the title to the Real Property.

**23. Expenses.** Seller shall pay its own attorneys' fees. All other expenses of this transaction and closing thereon, including, but not necessarily limited to, abstracting prior to closing, governmental lien searches, state documentary stamps on the deed of conveyance, the cost of recording any corrective instruments, brokerage commission to CBRE, Inc. and, cost of recording the deed, etc. shall be paid by Buyer.

**24. Escrow Deposits.** The escrow deposit of ten (10%) percent of the Purchase Price under this Contract have been deposited into the City of Fort Lauderdale's Escrow Account.

**25. Conflict.** In the event of any conflict or ambiguity between this Addendum and the underlying Contract that it modifies, this Addendum shall control.

**26. Miscellaneous.**

**(a) Incorporation of Exhibits.** All exhibits attached and referred to in this Contract are hereby incorporated herein as fully set forth in (and shall be deemed to be a part of) this Agreement.

**(b) Time of the Essence.** Time is of the essence of this Agreement.

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(c) Severability. 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 Seller 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) Consents and Approvals. 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) Third Party Beneficiaries. Except as otherwise expressly provided in this Contract, Seller 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.

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(i) Amendments. This Agreement may be amended by written agreement of amendment executed by all parties, but not otherwise.

(j) Jurisdiction: Venue. Each party hereby consents to the exclusive jurisdiction of any state or federal court located within the jurisdiction where the Real 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 Real Property is located, and hereby waives any objection to such venue.

(k) Waiver of Trial by Jury. 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.

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

**AS TO SELLER:**

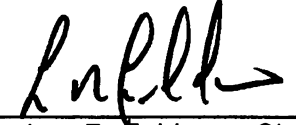
WITNESSES:

CITY OF FORT LAUDERDALE, a Florida municipal corporation

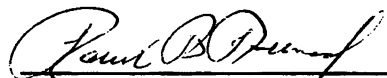
Jeanette A. Johnson  
Jeanette A. Johnson  
[Witness print or type name]

By:   
John P. "Jack" Seiler, Mayor

Miranda Scott  
MIRANDA SCOTT  
[Witness print or type name]

By:   
Lee R. Feldman, City Manager

APPROVED AS TO FORM:

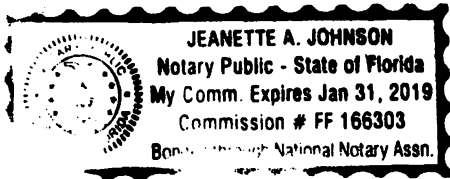
  
Robert B. Dunckel, Assistant City Attorney

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STATE OF FLORIDA:  
COUNTY OF BROWARD:

June The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of \_\_\_\_\_, 2015, by **John P. "Jack" Seiler**, Mayor of the City of Fort Lauderdale. He is personally known to me and did not take an oath.

(SEAL)



Jeanette A. Johnson  
Notary Public, State of Florida  
(Signature of Notary taking Acknowledgment)

Jeanette A - Johnson  
Name of Notary Typed, Printed or Stamped

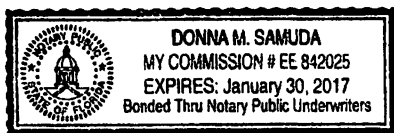
My Commission Expires: 1/31/19

FF 166303  
Commission Number

STATE OF FLORIDA:  
COUNTY OF BROWARD:

June The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of \_\_\_\_\_, 2015, by **Lee R. Feldman**, City Manager of the City of Fort Lauderdale. He is personally known to me and did not take an oath.

(SEAL)



Donna M. Samuda  
Notary Public, State of Florida  
(Signature of Notary taking Acknowledgment)

DONNA M. SAMUDA  
Name of Notary Typed, Printed or Stamped

My Commission Expires: January 30, 2017

EE 842025  
Commission Number

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AS TO BUYER:

WITNESSES

DRUMM ENTERPRISES, INC., a Florida corporation

BY: Bruce R. Drumm  
Bruce R. Drumm, President

Roberts

LAMORE ROBERTS.  
[Witness-print or type name]

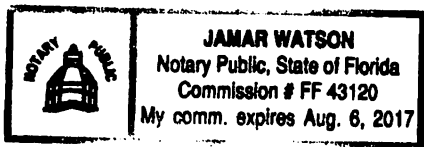
[Signature]

Sharon Medford  
[Witness-print or type name]

STATE OF FLORIDA:  
COUNTY OF BROWARD:

June The foregoing instrument was acknowledged before me this 11 day of June, 2015, by **Bruce R. Drumm**, as President of and on behalf of **Drumm Enterprises, inc.**, a Florida corporation. He is personally known to me or has produced FL DI as identification and did not (did) take an oath.

(SEAL)



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

Jamar Watson  
Name of Notary Typed, Printed or Stamped

My Commission Expires: Aug 6, 2017

Commission Number FF 43120

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AS TO BROKER OF RECORD

WITNESSES

CBRE, Inc., a Delaware corporation

[Signature]

BY: [Signature]

Judy Jacas

[Witness-print or type name]

Kenneth Krasnow

[Print name and title]

[Signature]

Felicita Sanchez

[Witness-print or type name]

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 28th day of May, 2015, by Kenneth Krasnow, as Managing Director for CBRE, Inc., a Delaware corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification and did not (did) take an oath.

(SEAL)

[Signature]

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



A. Heredia

Name of Notary Typed, Printed or Stamped

My Commission Expires:

11-21-2017

Commission Number FF07254

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WITNESSES

Watermark Realty, Inc., a Delaware corporation,  
d/b/a Berkshire Hathaway Home Services  
Florida Realty

[Signature]  
LAWRENCE ROBERTS  
[Witness-print or type name]

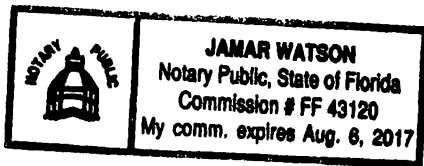
BY: [Signature]  
GENE GROVES  
[Print name and title]

[Signature]  
Shirley McLeod  
[Witness-print or type name]

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 11 day of June, 2015, by Gene R Groves, as Agent for Watermark Realty, Inc., a Delaware corporation, d/b/a Berkshire Hathaway Home Services Florida Realty. He/She is personally known to me or has produced FL DL as identification and did not (did) take an oath.

(SEAL)



[Signature]  
Notary Public, State of Florida  
(Signature of Notary taking Acknowledgment)  
Jamar Watson  
Name of Notary Typed, Printed or Stamped

My Commission Expires: Aug 6, 2017  
Commission Number FF 43120

L:\REALPROP\2015\Sale of 1239 NE 3 Avenue\Addendum 1239 NE 3 Ave (3).doc

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