

To: Mayor John "Jack" Seiler
Jonda Joseph, City Clerk

From: Robert B. Dunckel, Assistant City Attorney *RD*

Date: May 28, 2014

Subject: Land Swap / GDC Broward RB, LLC
[Wal-Mart]

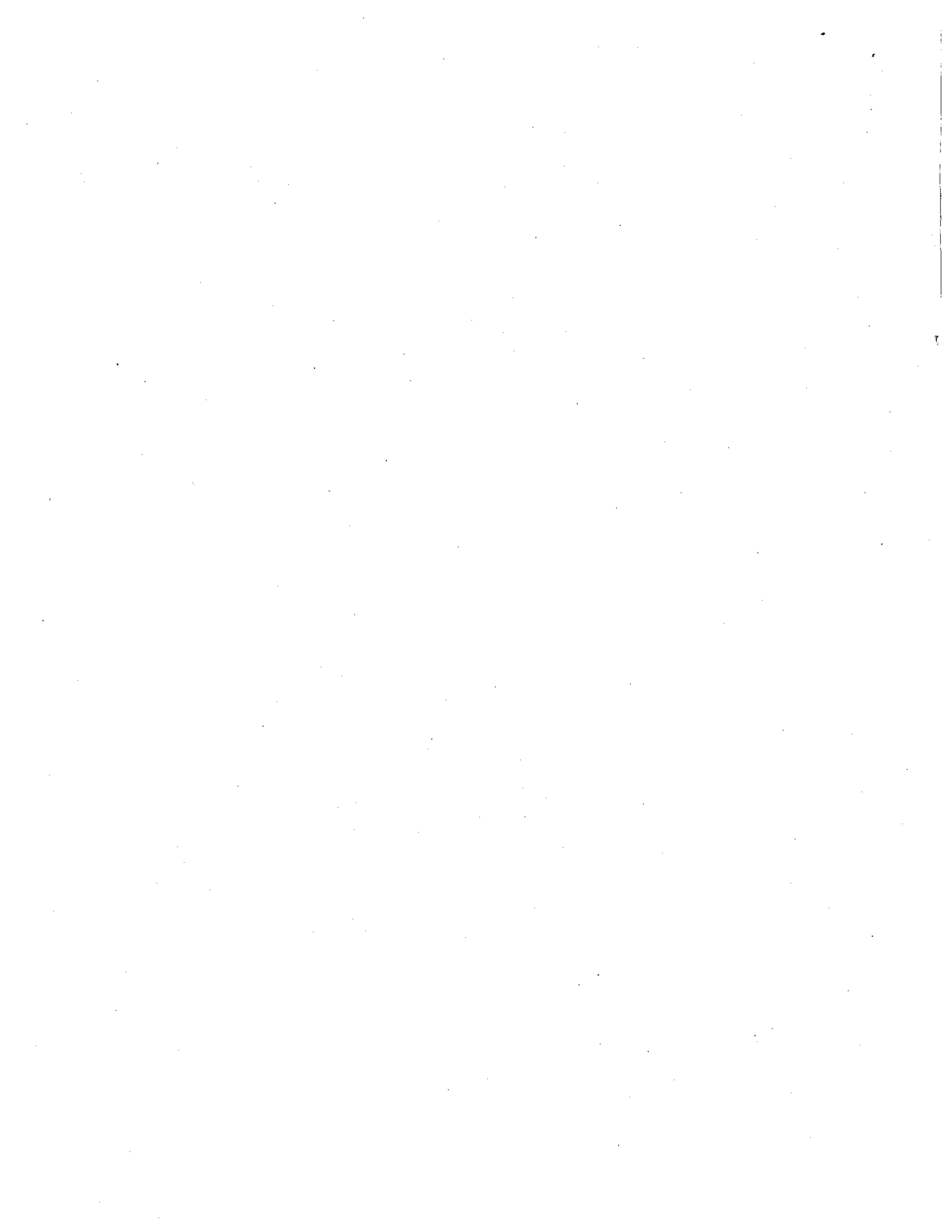
f *3* *5/29/14* *L*
one of each document
1/22/14
M-7

Due to the closing scheduled to take place Friday, May 30, 2014, we ask for expedited execution of the following documents:

- Special Warranty Deed
- General Assignment
- Bill of Sale

Please return all originals to my attention.

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Attachments
cc: Lee Feldman, City Manager



This instrument was prepared by:
James D. Barnett, Esquire
GrayRobinson, P.A.
401 East Las Olas Boulevard
Suite 1000
Fort Lauderdale, Florida 33301

Parcel Identification No's: 504208-02-0230

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made this 29th day of May, 2014, between the CITY OF FORT LAUDERDALE, a municipal corporation existing under the laws of the State of Florida (the "Grantor"), whose post office address is 100 North Andrews Avenue, Fort Lauderdale, Florida 33301, and GDC BROWARD RB, LLC, a Delaware limited liability company (the "Grantee"), whose post office address is c/o Gatlin Development Company, 888 East Las Olas Boulevard, Suite 600, Fort Lauderdale, Florida 33301.

WITNESSETH:

THAT the Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable considerations, the receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee, all that certain land situate in Broward County, Florida, and more particularly described on Exhibit A attached hereto and made a part hereof (the "Property").

THIS conveyance is subject to the following:

Terms and conditions of that certain Declaration of Covenants, Conditions and Restrictions recorded in Official Records Book 50635, Page 785 of the Public Records of Broward County, Florida.

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; and that Grantor does hereby warrant the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none others.

In addition, Grantor hereby quit claims to Grantee all of their right, title and interest in the real property described in Exhibit "B" attached hereto and made a part hereof.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Grantor has caused this Special Warranty Deed to be executed in its name and its corporate seal to be hereunto affixed by its proper officer thereunto duly authorized, the day and year first above written.

Signed, Sealed and Delivered in the Presence of: CITY OF FORT LAUDERDALE, a Florida municipal corporation

By: Jeanette A. Johnson
Name: Jeanette A. Johnson

By: [Signature]
John P. "Jack" Seiler, Mayor

By: _____
Name: _____

By: [Signature]
Name: Alva D. Penedo

By: [Signature]
Lee R. Feldman, City Manager

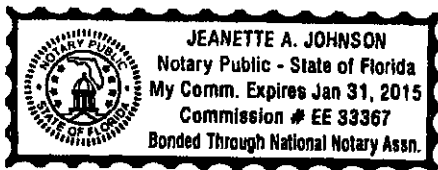
By: [Signature]
Name: Robert B. Durkin

ATTEST:
[Signature]
Jonda Joseph, City Clerk

APPROVED AS TO FORM:
[Signature]
ROBERT B. DURKIN, Asst. City Attorney

STATE OF FLORIDA)
)SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 28th day of May, 2014, by John P. "Jack" Seiler, Mayor of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida, who (check one) [] is personally known to me or [] has produced as identification.



Jeanette A. Johnson
Print Name: Jeanette A. Johnson
NOTARY PUBLIC
State of Florida
My Commission Expires: 1/31/15

GENERAL ASSIGNMENT

THIS GENERAL ASSIGNMENT ("Assignment") is made and entered into this 29th day of May, 2014, by the CITY OF FORT LAUDERDALE, a municipal corporation existing under the laws of the State of Florida ("Assignor"), for the benefit of GDC BROWARD RB, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor and Assignee have entered into a Land Swap and Development Agreement dated January 22, 2014, (the "Agreement"), for the sale of that certain real property, the legal description of which is attached as Exhibit A hereto (the "Property"); and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to accept the assignment of the Property Rights (as defined below) from Assignor.

NOW, THEREFORE, in consideration of the mutual terms and conditions herein set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. As used herein, Property Rights means any intangible property owned by Assignor and related solely to the Property, and the improvements located thereon, if any, all plans and specifications, if any, in the possession of Assignor which were prepared in connection with any of the Property, all hereditaments, privileges, tenements, and appurtenances belonging to the Property, all right, title, and interest of Assignor in and to all open, vacated, abandoned or proposed highways, streets, roads, avenues, alleys, easements, strips, gores, and rights of way in, on, across, in front of, contiguous to, abutting, or adjoining the Property, all licenses, permits, approvals, and warranties now in effect with respect to the Property, and any and all development fees, impact fees, water, sewer or other utility tap, connection, meter or service fees or amounts which have been paid to any governmental authority in connection with any previous development of the property or any utility service provided to any improvement located on the Property.
2. Assignor hereby remises, releases and quit claims unto Assignee all of Assignor's right, title and interest, if any, in and to the Property Rights.
3. Assignor shall indemnify, defend and hold Assignee harmless from and against any claims or damages which Assignee may sustain by reason of Assignor's acts occurring prior to the date of this Assignment and related to the Property Rights.
4. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
5. This Assignment shall be governed by and construed under the laws of the State of Florida.

IN WITNESS WHEREOF, the Assignor has caused this General Assignment to be executed the day and year first above written.

Signed, Sealed and Delivered in the Presence of: CITY OF FORT LAUDERDALE, a Florida municipal corporation

By: Jeanette A. Johnson
Name: Jeanette A. Johnson

By: [Signature]
John P. "Jack" Seiler, Mayor

By: _____
Name: _____

By: [Signature]
Name: ANA S. Renedo

By: [Signature]
Lee R. Feldman, City Manager

By: [Signature]
Name: ROBERT B. DURKIN

ATTEST:
[Signature]
Jonda Joseph, City Clerk

APPROVED AS TO FORM:
[Signature]
Robert B. Durkin, Asst. City Attorney

STATE OF FLORIDA)
)SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 28th day of May, 2014, by John P. "Jack" Seiler, Mayor of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida, who (check one) [] is personally known to me or [] has produced as identification.

Jeanette A. Johnson
Print Name: Jeanette A. Johnson
NOTARY PUBLIC
State of Florida
My Commission Expires: 1/31/15

STATE OF FLORIDA)
)SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 28 day of May, 2014, by Lee R. Feldman, City Manager of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida, who (check one) [] is personally known to me or [] has produced _____ as identification.



Print Name: ROBERT B DUNCKEL

NOTARY PUBLIC

State of Florida

My Commission Expires:



ROBERT B. DUNCKEL
MY COMMISSION # EE 218775
EXPIRES: July 18, 2016
Bonded Thru Budget Notary Services

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

LOT 23, LESS THE EAST 4 FEET, BLOCK 15, WOODLAND PARK UNIT ONE, A SUBDIVISION ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 64, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

BILL OF SALE

This BILL OF SALE, made this 29th day of May, 2014, by CITY OF FORT LAUDERDALE, a municipal corporation existing under the laws of the State of Florida (the "Seller"), for the benefit of GDC BROWARD RB, LLC, a Delaware limited liability company (the "Buyer").

WITNESSETH:

That the Seller, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars to it in hand paid by Buyer, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered to the Buyer, and by these presents does hereby grant, bargain, sell, transfer and deliver unto Buyer, its successors and assigns, all of the personal property (the "Personal Property") owned by Seller, if any, and located on, and used in connection with the operation and maintenance of, the real property located in the County of Broward, State of Florida, as more particularly described in Exhibit "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD, the same unto the Buyer, its successors and assigns forever.

AND Seller does, for itself, his successors and assigns, covenant to and with Buyer, its successors and assigns, that Seller has the good right to sell the Personal Property, provided, however, that Seller makes no other representations or warranties with respect to the Personal Property.

IN WITNESS WHEREOF, the Seller has caused this Bill of Sale to be executed as of the day and year first above written.

[SIGNATURE PAGES TO FOLLOW]

Signed, Sealed and Delivered in the Presence of:

CITY OF FORT LAUDERDALE, a Florida municipal corporation

By: Jeanette A. Johnson
 Name: Jeanette A. Johnson

By: [Signature]
 John P. "Jack" Seiler, Mayor

By: _____
 Name: _____

By: [Signature]
 Name: Alvaro F. Pinedo

By: [Signature]
 Lee R. Feldman, City Manager

By: _____
 Name: _____

ATTEST:

[Signature]
 Jonda Joseph, City Clerk

APPROVED AS TO FORM:

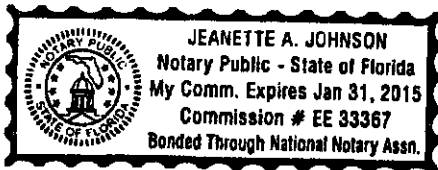
[Signature]
ROBERT B. DUNN, Asst. City Attorney

STATE OF FLORIDA)

)SS:

COUNTY OF BROWARD)

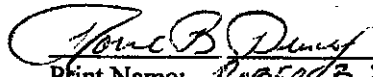
The foregoing instrument was acknowledged before me this 28th day of May, 2014, by John P. "Jack" Seiler, Mayor of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida, who (check one) [is personally known to me or [] has produced _____ as identification.



Jeanette A. Johnson
 Print Name: Jeanette A. Johnson
 NOTARY PUBLIC
 State of Florida
 My Commission Expires: 1/31/15

STATE OF FLORIDA)
)SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 21st day of May, 2014, by Lee R. Feldman, City Manager of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida, who (check one) is personally known to me or has produced _____ as identification.


Print Name: Robert B Donckel

NOTARY PUBLIC

State of Florida

My Commission Expires: _____

MY COMMISSION # EE 216775
EXPIRES: July 16, 2018
Bonded Thru Budget Notary Services

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Exhibit A

Legal Description of the Property

LOT 23, LESS THE EAST 4 FEET, BLOCK 15, WOODLAND PARK UNIT ONE, A SUBDIVISION ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 64, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.