

RESOLUTION NO. 17-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, AUTHORIZING A VACANT LAND CONTRACT WITH 1492 EAST BROWARD BOULEVARD LLC TO ACQUIRE A TEMPORARY CONSTRUCTION EASEMENT AND PERMANENT EASEMENT LOCATED ON THE SW CORNER OF SE 15TH AVENUE AND BROWARD BOULEVARD IN THE AMOUNT OF \$69,100; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fort Lauderdale (the "City") completed a comprehensive traffic, mobility, and pedestrian safety study in 2013 for streets within the Colee Hammock neighborhood including SE 15th Avenue and Las Olas Boulevard; and

WHEREAS, recommendations were made to improve mobility along SE 15th Avenue; and

WHEREAS, these recommendations were further analyzed through additional traffic observations between 2015 and 2016; and

WHEREAS, privately owned right-of-way at the southwest corner of SE 15th Avenue and Broward Boulevard is needed to accommodate a larger turning radius and a new left turn lane to facilitate traffic mobility along SE 15th Avenue between Broward Boulevard and Las Olas Boulevard; and

WHEREAS, the City is seeking a permanent easement over a portion of the property located 1492 East Broward Boulevard, Fort Lauderdale, FL (the "Property") to construct roadway improvements that will reduce travel delays, reduce queuing of vehicles and enhance pedestrian infrastructure at the southwest intersection of SE 15th Avenue and Broward Boulevard, Fort Lauderdale, Broward County, Florida; and

WHEREAS, the City, at its expense, intends to make certain improvements within the easements to enlarge the turning radius at this intersection, restore the sidewalk ramp, remove and relocate the pedestrian crosswalk signal, provide for storm water drainage and other public improvements; and

WHEREAS, the proposed public improvements lie within the Property owned by 1492 East Broward Boulevard, LLC (the "Owner") and the Owner seeks to facilitate these public improvements by granting a Permanent Easement and a Temporary Construction Easement; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA:

SECTION 1. The Recitals are true and correct and incorporated herein by reference.

SECTION 2. That the City Manager is hereby delegated authority to execute a Vacant Land Contract and Addendum (attached hereto as Exhibit "A") between 1492 East Broward Boulevard, LLC and the City for a Temporary and Permanent Easement on the SW corner of SE 15th Avenue and Broward Boulevard along with any other necessary documents to consummate this transaction, subject to final review and approval by the City Attorney. Further, the total compensation for the Permanent and Temporary Easement is \$69,100.00 and the City Manager is authorized to pay same in accordance with the Vacant Land Contract, as amended.

SECTION 3. That this Resolution shall be in full force and effect immediately upon and after its passage.

ADOPTED this ____ day of _____, 2017.

Mayor
JOHN P. "JACK" SEILER

ATTEST:

City Clerk
JEFFREY A. MODARELLI

EXHIBIT "A"
VACANT LAND CONTRACT

Vacant Land Contract

1* 1. **Sale and Purchase:** 1492 East Broward Blvd. LLC, a Florida Limited Liability Company ("Seller")
2* and City of Fort Lauderdale, a Florida municipal corporation ("Buyer")

3 (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")
4 described as:

5* Address: 1492 East Broward Blvd, Fort Lauderdale, Florida 33301

6* Legal Description: _____

7 See Exhibit "A" (Temporary Construction Easement)

8 See Exhibit "B" (Permanent Easement)

9 _____

10 _____

11* SEC ___/TWP ___/___/ RNG ___ of _____ County, Florida. Real Property ID No.: 504211011350

12* including all improvements existing on the Property and the following additional property: _____

13 none

14* 2. **Purchase Price:** (U.S. currency).....\$ 69,100.00

15 All deposits will be made payable to "Escrow Agent" named below and held in escrow by:

16* Escrow Agent's Name: NA

17* Escrow Agent's Contact Person: _____

18* Escrow Agent's Address: _____

19* Escrow Agent's Phone: _____

20* Escrow Agent's Email: _____

21 (a) Initial deposit (\$0 if left blank) (Check if applicable)

22* accompanies offer

23* will be delivered to Escrow Agent within _____ days (3 days if left blank)

24* after Effective Date\$ 0.00

25 (b) Additional deposit will be delivered to Escrow Agent (Check if applicable)

26* within _____ days (10 days if left blank) after Effective Date

27* within _____ days (3 days if left blank) after expiration of Feasibility Study Period\$ 0.00

28* (c) Total Financing (see Paragraph 5) (express as a dollar amount or percentage).....\$ _____

29* (d) Other: _____ \$ _____

30 (e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations)

31* to be paid at closing by wire transfer or other Collected funds\$ 69,100.00

32* (f) (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The

33* unit used to determine the purchase price is lot acre square foot other (specify): _____

34* prorating areas of less than a full unit. The purchase price will be \$ _____ per unit based on a

35 calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in

36 accordance with Paragraph 7(c). The following rights of way and other areas will be excluded from the

37* calculation: _____

38 3. **Time for Acceptance; Effective Date:** Unless this offer is signed by Seller and Buyer and an executed copy

39* delivered to all parties on or before July 21, 2017, this offer will be withdrawn and Buyer's deposit, if

40 any, will be returned. The time for acceptance of any counter offer will be 3 days after the date the counter offer is

41 delivered. The "Effective Date" of this contract is the date on which the last one of the Seller and Buyer

42 has signed or initialed and delivered this offer or the final counter offer.

43* 4. **Closing Date:** This transaction will close on August 14, 2017 ("Closing Date"), unless specifically

44 extended by other provisions of this contract. The Closing Date will prevail over all other time periods including,

45 but not limited to, Financing and Feasibility Study periods. However, if the Closing Date occurs on a Saturday,

46 Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business

47 day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property

48 insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If

49 this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and

50 other items.

- 51 **5. Financing: (Check as applicable)**
- 52* (a) **Buyer** will pay cash for the Property with no financing contingency.
- 53* (b) This contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s)
- 54* specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective
- 55* Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____
- 56* days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial,
- 57* and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the
- 58* Financing within the Financing Period, either party may terminate this contract and **Buyer's** deposit(s) will be
- 59* returned.
- 60* (1) **New Financing:** **Buyer** will secure a commitment for new third party financing for \$ _____
- 61* or _____% of the purchase price at (Check one) a fixed rate not exceeding _____% an
- 62* adjustable interest rate not exceeding _____% at origination (a fixed rate at the prevailing interest rate
- 63* based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully
- 64* informed of the loan application status and progress and authorizes the lender or mortgage broker to
- 65* disclose all such information to **Seller** and Broker.
- 66* (2) **Seller Financing:** **Buyer** will execute a first second purchase money note and mortgage to
- 67* **Seller** in the amount of \$ _____, bearing annual interest at _____% and payable as
- 68* follows: _____
- 69* The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow
- 70* forms generally accepted in the county where the Property is located; will provide for a late payment fee
- 71* and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without
- 72* penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on
- 73* conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to
- 74* keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller**
- 75* to obtain credit, employment, and other necessary information to determine creditworthiness for the
- 76* financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not
- 77* **Seller** will make the loan.
- 78* (3) **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to
- 79* _____
- 80* LN# _____ in the approximate amount of \$ _____ currently payable at
- 81* \$ _____ per month, including principal, interest, taxes and insurance, and having a
- 82* fixed other (describe) _____
- 83* interest rate of _____% which will will not escalate upon assumption. Any variance in the
- 84* mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will
- 85* purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____% or
- 86* the assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess,
- 87* failing which this contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves
- 88* **Buyer**, this contract will terminate; and **Buyer's** deposit(s) will be returned.
- 89* **6. Assignability: (Check one)** **Buyer** may assign and thereby be released from any further liability under this
- 90* contract, may assign but not be released from liability under this contract, or may not assign this contract.
- 91* **7. Title:** **Seller** has the legal capacity to and will convey marketable title to the Property by statutory warranty
- 92* deed special warranty deed other (specify) **Temporary and Permanent Easement**, free of liens, easements,
- 93* and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants,
- 94* restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any
- 95* other matters to which title will be subject) none
- 96* provided there exists at closing no violation of the foregoing.
- 97* (a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and
- 98* pay for the title search, including tax and lien search if performed, and all other fees charged by closing agent.
- 99* **Seller** will deliver to **Buyer**, at
- 100* (Check one) **Seller's** **Buyer's** expense and
- 101* (Check one) within 10 days after Effective Date at least _____ days before Closing Date,
- 102* (Check one)
- 103* (1) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be
- 104* discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the
- 105* amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is
- 106* paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to
- 107* **Buyer** within 15 days after Effective Date.

Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is 2 of 7 pages.

VAC-11 Rev 6/17

Licensed to Alta Star Software and ID1855800465104

© Florida Realtors®

Software and added formatting © 2017 Alta Star Software, all rights reserved. • www.altastar.com • (877) 279-8898

- 108* (2) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an
109 existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy
110 acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy
111 will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy
112 effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents
113 recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**,
114 then (1) above will be the title evidence.
- 115* (b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within 10 days (10 days if left blank)
116 but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable
117 to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and
118* **Seller** cures the defects within _____ days (30 days if left blank) ("Cure Period") after receipt of the notice. If
119 the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice
120 of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured
121 within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after
122 receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this contract or accept
123 title subject to existing defects and close the transaction without reduction in purchase price.
- 124 (c) **Survey:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to
125 **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any
126 encroachments on the Property, encroachments by the Property's improvements on other lands, or deed
127 restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a
128 title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 7(b).
- 129 (d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

130 8. **Property Condition:** **Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with
131 conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or
132 permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

133 (a) **Inspections: (Check (1) or (2))**

- 134* (1) **Feasibility Study:** **Buyer** will, at **Buyer's** expense and within _____ days (30 days if left blank)
135 ("Feasibility Study Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine
136 whether the Property is suitable for **Buyer's** intended use. During the Feasibility Study Period, **Buyer**
137 may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and
138 investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the
139 Property's engineering, architectural, and environmental properties; zoning and zoning restrictions;
140 subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities;
141 consistency with local, state, and regional growth management plans; availability of permits, government
142 approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be
143 rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all
144 documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives
145 **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the
146 Feasibility Study Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its
147 agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will
148 indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature,
149 including attorneys' fees, expenses, and liability incurred in application for rezoning or related
150 proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any
151 work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien
152 being filed against the Property without **Seller's** prior written consent. If this transaction does not close,
153 **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and
154 return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller**
155 all reports and other work generated as a result of the Inspections.

156 Before expiration of the Feasibility Study Period, **Buyer** must deliver written notice to **Seller** of **Buyer's**
157 determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice
158 requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is"
159 condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to
160 **Seller**, this contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

- 161* (2) **No Feasibility Study:** **Buyer** is satisfied that the Property is suitable for **Buyer's** purposes, including
162 being satisfied that either public sewerage and water are available to the Property or the Property will be
163 approved for the installation of a well and/or private sewerage disposal system and that existing zoning

Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is 3 of 7 pages.

VAC-11 Rev 6/17

Licensed to Alta Star Software and ID1855800465104

Software and added formatting © 2017 Alta Star Software, all rights reserved. • www.altastar.com • (877) 279-8898

© Florida Realtors®

- 164 and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency,
 165 growth management, and environmental conditions, are acceptable to **Buyer**. This contract is not
 166 contingent on **Buyer** conducting any further investigations.
- 167 **(b) Government Regulations:** Changes in government regulations and levels of service which affect **Buyer's**
 168 intended use of the Property will not be grounds for terminating this contract if the Feasibility Study Period has
 169 expired or if Paragraph 8(a)(2) is selected.
- 170 **(c) Flood Zone:** **Buyer** is advised to verify by survey, with the lender, and with appropriate government
 171 agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply
 172 to improving the Property and rebuilding in the event of casualty.
- 173 **(d) Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as
 174 defined in Section 161.053, Florida Statutes, **Seller** will provide **Buyer** with an affidavit or survey as required
 175 by law delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The
 176 Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that
 177 govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach
 178 nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida
 179 Department of Environmental Protection, including whether there are significant erosion conditions associated
 180 with the shore line of the Property being purchased.
 181* **Buyer** waives the right to receive a CCCL affidavit or survey.

182 **9. Closing Procedure; Costs:** Closing will take place in the county where the Property is located and may be
 183 conducted by mail or electronic means. If title insurance insures **Buyer** for title defects arising between the title
 184 binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds
 185 to **Seller** (in local cashier's check if **Seller** requests in writing at least 5 days before closing) and brokerage fees to
 186 Broker as per Paragraph 19. In addition to other expenses provided in this contract, **Seller** and **Buyer** will pay the
 187 costs indicated below.

- 188 **(a) Seller Costs:**
 189 Taxes on deed
 190 Recording fees for documents needed to cure title
 191 Title evidence (if applicable under Paragraph 7)
 192* Other: _____

- 193 **(b) Buyer Costs:**
 194 Taxes and recording fees on notes and mortgages
 195 Recording fees on the deed and financing statements
 196 Loan expenses
 197 Title evidence (if applicable under Paragraph 7)
 198 Lender's title policy at the simultaneous issue rate
 199 Inspections
 200 Survey
 201 Insurance
 202* Other: _____

203 **(c) Prorations:** The following items will be made current and prorated as of the day before Closing Date: real
 204 estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases,
 205 and other Property expenses and revenues. If taxes and assessments for the current year cannot be
 206 determined, the previous year's rates will be used with adjustment for any exemptions.

207 **(d) Special Assessment by Public Body:** Regarding special assessments imposed by a public body, **Seller**
 208 will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount
 209 of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but
 210 has not resulted in a lien before closing; and **Buyer** will pay all other amounts. If special assessments may be
 211* paid in installments, **Seller** **Buyer** (**Buyer** if left blank) will pay installments due after closing. If **Seller** is
 212 checked, **Seller** will pay the assessment in full before or at the time of closing. Public body does not include a
 213 Homeowners' or Condominium Association.

214 **(e) PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT**
 215 **PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO**
 216 **PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY**
 217 **IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN**
 218 **HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT**
 219 **THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.**

- 220 (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by
221 FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at
222 closing.
- 223 (g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with
224 closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will
225 cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided,
226 however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing
227 will not be contingent upon, extended, or delayed by the Exchange.
- 228 **10. Computation of Time:** Calendar days will be used when computing time periods, except time periods of 5 days
229 or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal
230 holidays specified in 5 U.S.C. 6103(a). Any time period ending on a Saturday, Sunday, or national legal holiday
231 will extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in**
232 **this contract.**
- 233 **11. Risk of Loss; Eminent Domain:** If any portion of the Property is materially damaged by casualty before closing
234 or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain
235 proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may
236 terminate this contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification,
237 and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this contract and
238 receive all payments made by the governmental authority or insurance company, if any.
- 239 **12. Force Majeure:** **Seller** or **Buyer** will not be required to perform any obligation under this contract or be liable to
240 each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or
241 prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes,
242 earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably
243 within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is
244 unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for
245 the period that the act of God or force majeure is in place. However, in the event that such act of God or force
246 majeure event continues beyond 30 days, either party may terminate this contract by delivering written notice to
247 the other; and **Buyer's** deposit(s) will be returned.
- 248 **13. Notices:** All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or
249 electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by**
250 **this contract, regarding any contingency will render that contingency null and void, and this contract will**
251 **be construed as if the contingency did not exist. Any notice, document, or item delivered to or received**
252 **by an attorney or licensee (including a transactions broker) representing a party will be as effective as if**
253 **delivered to or received by that party.**
- 254 **14. Complete Agreement; Persons Bound:** This contract is the entire agreement between **Seller** and **Buyer**.
255 **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker**
256 **unless incorporated into this contract.** Modifications of this contract will not be binding unless in writing, signed
257 or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This
258 contract, signatures, initials, documents referenced in this contract, counterparts, and written modifications
259 communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be
260 binding. Handwritten or typewritten terms inserted in or attached to this contract prevail over preprinted terms. If
261 any provision of this contract is or becomes invalid or unenforceable, all remaining provisions will continue to be
262 fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this contract.
263 This contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "**Broker**" may be singular
264 or plural. This contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if
265 permitted, of **Seller**, **Buyer**, and Broker.
- 266 **15. Default and Dispute Resolution:** This contract will be construed under Florida law. This Paragraph will survive
267 closing or termination of this contract.
- 268 (a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this contract, **Buyer**
269 may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting
270 from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also
271 be liable for the full amount of the brokerage fee.

272 (b) **Buyer Default:** If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this contract,
273 including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the
274 deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages,
275 consideration for execution of this contract, and in full settlement of any claims, whereupon **Seller** and **Buyer**
276 will be relieved from all further obligations under this contract; or **Seller**, at **Seller's** option, may proceed in
277 equity to enforce **Seller's** rights under this contract.

278 **16. Attorney's Fees; Costs:** In any litigation permitted by this Contract, the prevailing party shall be entitled to
279 recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting
280 the litigation. This Paragraph 16 shall survive Closing or termination of this Contract.

281 **17. Escrow Agent; Closing Agent:** **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively
282 "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them
283 upon proper authorization and in accordance with Florida law and the terms of this contract, including disbursing
284 brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and
285 finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any
286 person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful
287 breach of this contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay
288 the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the
289 escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

290 **18. Professional Advice; Broker Liability:** Broker advises **Seller** and **Buyer** to verify all facts and representations
291 that are important to them and to consult an appropriate professional for legal advice (for example, interpreting
292 this contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor
293 reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax,
294 property condition, environmental, and other specialized advice. **Buyer** acknowledges that Broker does not reside
295 in the Property and that all representations (oral, written, or otherwise) by Broker are based on **Seller**
296 representations or public records. **Buyer agrees to rely solely on Seller, professional inspectors, and**
297 **government agencies for verification of the Property condition and facts that materially affect Property**
298 **value. Seller and Buyer** respectively will pay all costs and expenses, including reasonable attorneys' fees at all
299 levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising
300 from **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations. **Seller and Buyer** hold
301 harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or
302 damage based on (i) **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations; (ii) the use or
303 display of listing data by third parties, including, but not limited to, photographs, images, graphics, video
304 recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's
305 performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of services regulated by Chapter 475,
306 Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv)
307 products or services provided by any vendor; and (v) expenses incurred by any vendor. **Seller and Buyer** each
308 assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve
309 Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this contract.
310 This Paragraph will survive closing.

311 **19. Commercial Real Estate Sales Commission Lien Act:** If the Property is commercial real estate as defined by
312 Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales
313 Commission Lien Act provides that when a broker has earned a commission by performing licensed services
314 under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the
315 broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

316 **20. Brokers:** The brokers named below are collectively referred to as "Broker." **Instruction to closing agent:**
317 **Seller and Buyer** direct closing agent to disburse at closing the full amount of the brokerage fees as specified in
318 separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the
319 extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any
320 MLS or other offer of compensation made by **Seller** or **Seller's** Broker to **Buyer's** Broker.

321* (a) _____ (Seller's Broker)
322* will be compensated by **Seller** **Buyer** both parties pursuant to a listing agreement other
323* (specify): _____

324* (b) _____ (Buyer's Broker)
325* will be compensated by **Seller** **Buyer** both parties **Seller's** Broker pursuant to a MLS offer of
326* compensation other (specify): _____

327* 21. Additional Terms: _____
328 See Addendum Attached hereto.
329 _____
330 _____
331 _____
332 _____
333 _____
334 _____
335 _____
336 _____
337 _____
338 _____
339 _____
340 _____
341 _____
342 _____

343 **COUNTER-OFFER/REJECTION**

344* Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and
345 deliver a copy of the acceptance to Seller).
346* Seller rejects Buyer's offer

347 **This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney before**
348 **signing.** *City of Fort Lauderdale, a Florida municipal corporation*

349* **Buyer:** _____ **Date:** _____

350* Print name: Lee Feldman

351* **Buyer:** _____ **Date:** _____

352* Print name: _____

353 **Buyer's address for purpose of notice:**

354* Address: 100 North Andrews Avenue

355* Phone: _____ Fax: _____ Email: lfeldman@fortlauderdale.gov
1492 East Broward Blvd. LLC, a Florida Limited Liability Company

356* **Seller:** _____ **Date:** _____

357* Print name: _____

358* **Seller:** _____ **Date:** _____

359* Print name: _____

360 **Seller's address for purpose of notice:**

361* Address: _____

362* Phone: _____ Fax: _____ Email: _____

363* **Effective Date:** _____ **(The date on which the last party signed or initialed and delivered the**
364 **final offer or counter offer.)**

Florida REALTORS® makes no representation as to the legal validity or adequacy of any provision of this form in any specific transaction. This standardized form should not be used in complex transactions or with extensive riders or additions. This form is available for use by the entire real estate industry and is not intended to identify the user as REALTOR®. REALTOR® is a registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics. The copyright laws of United States (17 U.S. Code) forbid the unauthorized reproduction of this form by any means including facsimile or computerized forms.

ADDENDUM TO COMMERCIAL CONTRACT

SELLER: 1492 East Broward Blvd, LLC, a Florida limited liability company, whose address is 1492 East Broward Blvd, Fort Lauderdale, Florida 33301

BUYER: CITY OF FORT LAUDERDALE, a Florida municipal corporation, whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301

PROPERTY: See Section 1 of the Contract

(hereinafter "Real Property" or "Property")

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

1. Purchase Price. Both parties acknowledge that Seller has agreed to convey exclusive Temporary and Permanent Easements to Buyer in form and content acceptable to Buyer and in substantially the form attached hereto as **Exhibits "C" and "D"**, subject to final approval by Buyer's City Attorney. Buyer requires the joinder and consent of any and all holders of liens or encumbrances on the Property. Seller shall execute and deliver closing documents as reasonably requested by Buyer, including without limit corporate authorization or resolutions. Based on an appraisal secured by Buyer, the value of the Temporary Easement is Three Thousand Six Hundred and No/100 Dollars (\$3,600.00) and the value of the Permanent Easement is Forty Three Thousand Nine Hundred and No/100 Dollars (\$43,900.00) plus payment of reasonable attorney's fees, appraisals and architect fees of Seller for a total consideration of Sixty Nine Thousand One Hundred and No/100 Dollars (\$69,100.00). Buyer shall not be liable for payment of any other fees or costs of Seller arising from or related to this acquisition. Seller represents that Tom Bolf has assisted Seller in this matter and is the only attorney that is entitled to compensation for services rendered in negotiating the easements and review of documents. Seller indemnifies and holds harmless Buyer, its employees, agents and public officials from any and all claims, demands, costs and expenses, including reasonable attorney's fees and costs of any third party demand or claim for compensation related to this transaction. This indemnity shall survive closing.

2. Right of Cancellation. Intentionally Omitted.

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

4. Personal Property. Seller represents and acknowledges that there is no personal property located on the Property that is a part of the Easements.

5. Service Contracts. Seller represents and acknowledges that there are no Service Contracts concerning this Property.

6. Destruction or Condemnation of Real Property.

(a) In the event that all or any portion of the Real 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, Seller 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 Real Property in “AS IS” condition, together with the condemnation award or insurance proceeds, if any, or (ii) terminating this Contract by delivery of written notice to Seller. 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) above to take the Real 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 [except to the extent such deductible was expended by Seller to repair the resulting damage]).

7. 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) Due Execution. The execution, delivery and performance of this Contract have been duly authorized by all necessary corporate action on the part of Seller.

(c) 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.

(d) 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.

(e) Litigation. Except as may be set forth in **Exhibit "E"**, Seller has received no written notice of any pending or threatened action, litigation, condemnation or other proceeding against the Real Property or against Seller with respect to the Real Property, nor is Seller aware of any such pending or anticipated action or litigation regarding Seller or the Real Property.

(f) Compliance. Except as may be set forth in **Exhibit "F"**, Seller has received no written notice from any governmental authority having jurisdiction over the Real Property to the effect that the Real Property is not in compliance with applicable laws, ordinances, rules or regulations.

(g) FIRPTA. Seller is not a "foreign person" within the meaning of the Internal Revenue Code, and at Closing, Seller shall deliver to Buyer an affidavit to such effect. Seller 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 Seller shall act in accordance with all reasonable requirements of Buyer in order to effect such full compliance by Buyer.

At Closing, the Seller shall provide to the Buyer an updated certification certifying that all the representations and warranties of the Seller remain in full force and effect.

8. 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.

9. 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:

Addendum / Contract to Purchase
Seller: 1492 East Broward Blvd LLC
Buyer: City of Fort Lauderdale

SELLER: 1492 East Broward Blvd. LLC
1492 East Broward Blvd.
Fort Lauderdale, Florida 33301

with a copy to: Thomas R. Bolf, Esq.
P.O. Box 15764
Plantation, Florida 33318
(954) 368-6590
tbolf@bolflaw.com

BUYER: Lee Feldman, City Manager,
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 828-5129
Email address: Lfeldman@fortlauderdale.gov

with a copy to: Lynn Solomon, Assistant City Attorney
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 828-5036
Email address: Lsolomon@fortlauderdale.gov

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.

10. Brokers. Except as otherwise disclosed in of the Contract, 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.

Addendum / Contract to Purchase
Seller: 1492 East Broward Blvd LLC
Buyer: City of Fort Lauderdale

11. Purchase "As Is". Subject to the provisions herein, Buyer acknowledges that it has performed, or will perform pursuant to this Contract, sufficient inspections of the Property in order to fully assess and make itself aware of the condition of the Property, and that Buyer is purchasing the Property in an "AS IS" condition. Nothing contained in this Paragraph shall be construed as to negate Seller's obligation to convey marketable title to the Temporary and Permanent Easements. 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 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 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 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, 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 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"). 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 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 Property other than as may be specifically set forth in this Contract.

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

12. Seller's Option To Effectuate A Tax Free Exchange.

(a) Seller, at Sellers' option, may elect to have the subject transaction treated as a tax deferred exchange of real estate pursuant to § 1031, Internal Revenue Code. To this end, Seller/Exchangor shall be permitted to exchange this Real Property for other "Replacement Property" to be identified and acquired within the time limitations in accordance with § 1031, I.R.C.

(b) This Contract may be assigned to a qualified intermediary, for the purposes of completing the exchange. The Buyer shall be notified in writing when and if this assignment is made. It is understood that in order to comply with the Internal Revenue Code, it may be necessary for Seller to transfer the Real Property to the qualified intermediary to be exchanged for the like-kind or property or properties ("Replacement Property") to be acquired by the qualified intermediary. If this is done, Buyer shall accept the conveyance of the Real Property from the qualified intermediary in accordance with the terms and provisions of this Contract.

(c) Buyer shall cooperate with Seller 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 Buyer 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 Buyer shall not be exposed to, suffer or incur any additional cost, expense, liability or diminution of title to the Real Property as a result of cooperation in this like-kind exchange.

(d) If Seller elects the like kind exchange, the closing contemplated by the Contract shall not be delayed without the written consent of Buyer.

13. Disclosure Of Beneficial Interest(s).

(a) 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

Addendum / Contract to Purchase
Seller: 1492 East Broward Blvd LLC
Buyer: City of Fort Lauderdale

and the name(s) and address (es) of each and every person having a beneficial interest in the Real 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.

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

15. Commission. The terms and conditions of this Contract and Addendum are subject to approval of the City Commission of Buyer at a duly noticed publicly held meeting.

16. 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.

(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.

(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.

(l) Proration of Taxes. Intentionally Deleted.

(m) Rather than secure Title Insurance for the Easements, Buyer shall secure an Opinion of Title by an experienced real estate attorney licensed by the Florida Bar opining that the Easements are valid and enforceable in accordance with their terms and that the individual

signing the Easements are authorized to enter into a binding agreement on behalf of Seller and otherwise in form and content acceptable to Buyer and Buyer's City Attorney.

(n) Notwithstanding the Contract, Buyer shall pay all reasonable closing costs of this transaction. Further, both parties acknowledge that taxes, assessments and any charges by a public body against the Easement shall be borne by the Seller.

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

AS TO SELLER:

WITNESSES

**1492 East Broward Blvd, LLC, a Florida
limited liability company**

[Witness-print or type name]

Print Name: _____
Print Title: _____

[Witness-print or type name]

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this ___ day of _____, 2017, by _____ as _____ of 1492 East Broward Blvd, LLC who is personally known to me or has produced _____ as identification and did not (did) take an oath.

(SEAL)

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

Name of Notary Typed,
Printed or Stamped
My Commission Expires:

Addendum / Contract to Purchase
Seller: 1492 East Broward Blvd LLC
Buyer: City of Fort Lauderdale

AS TO BUYER:

WITNESSES:

CITY OF FORT LAUDERDALE, a Florida
municipal corporation

By: _____
Lee R. Feldman, City Manager

[Witness print or type name]

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 ____ day of _____, 2017, 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)

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

Name of Notary Typed,
Printed or Stamped

My Commission Expires:

Commission Number

Addendum / Contract to Purchase
Seller: 1492 East Broward Blvd LLC
Buyer: City of Fort Lauderdale

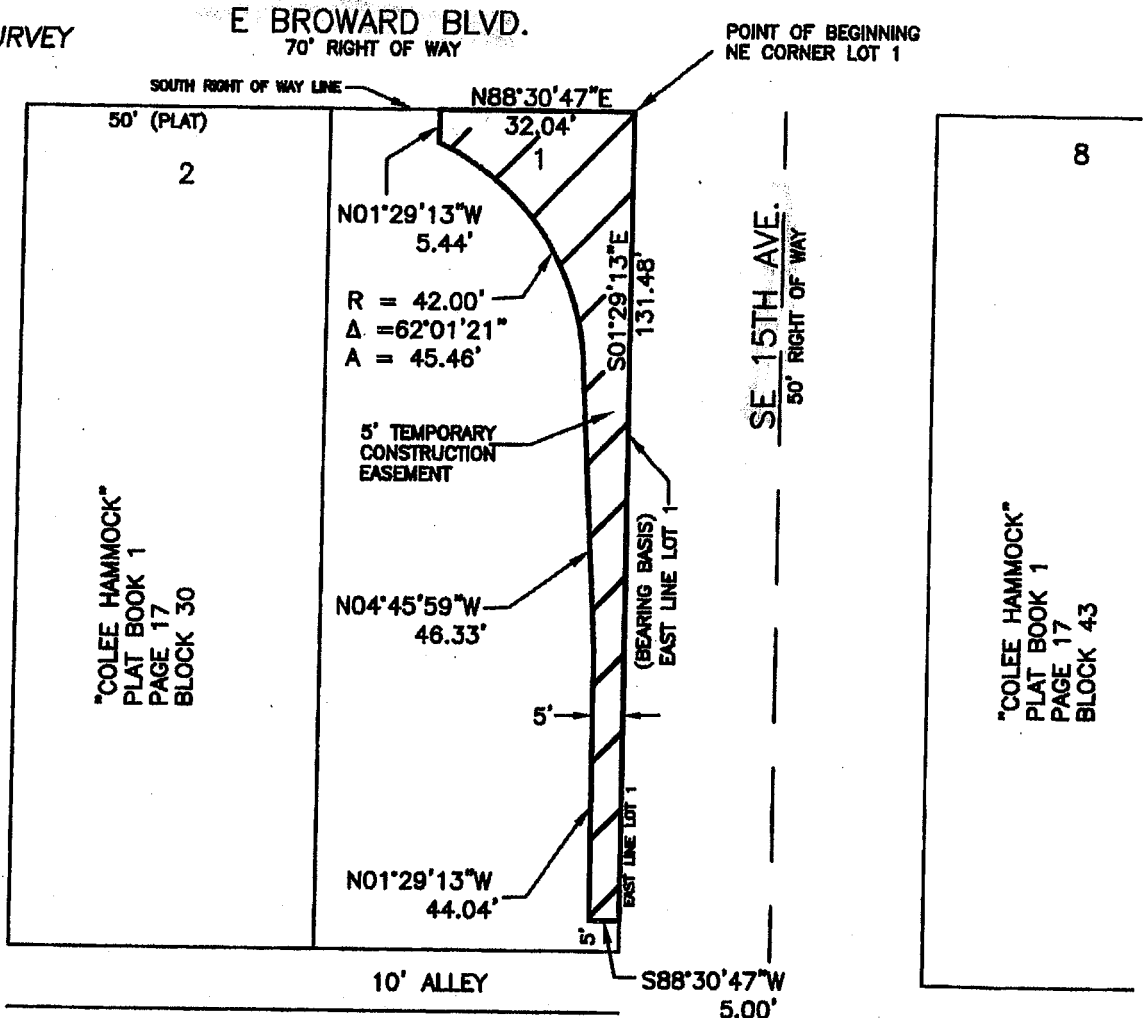
EXHIBIT "A"

LEGAL DESCRIPTION OF THE ENTIRE SITE

Addendum / Contract to Purchase
Seller: 1492 East Broward Blvd LLC
Buyer: City of Fort Lauderdale

SKETCH AND DESCRIPTION TEMPORARY CONSTRUCTION EASEMENT

THIS IS NOT A SURVEY



DESCRIPTION:

A PORTION OF LOT 1, BLOCK 30, "COLEE HAMMOCK", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE 17, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

BEGIN AT THE NORTHEAST CORNER OF SAID LOT 1, THENCE SOUTH 01°29'13" EAST, ALONG SAID EAST PROPERTY LINE ALSO BEING THE WEST RIGHT IF WAY OF SE 15TH AVENUE, A DISTANCE OF 131.48 FEET; THENCE DEPARTING SAID EAST LINE SOUTH 88°30'47" WEST, A DISTANCE OF 5.00; THENCE NORTH 01°29'13" WEST, A DISTANCE OF 44.04 FEET; THENCE NORTH 04°45'59" WEST, A DISTANCE OF 46.33 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE TO THE SOUTHWEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 42.00 FEET, A CENTRAL ANGLE OF 62°01'21" AND AN ARC DISTANCE OF 45.46 FEET TO A POINT; THENCE NORTH 01°29'13" WEST, A DISTANCE OF 5.44 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 1 AND ALSO BEING THE SOUTH RIGHT OF WAY OF E. BROWARD BLVD.; THENCE NORTH 88°30'47" EAST ALONG SAID SOUTH RIGHT OF WAY, A DISTANCE OF 32.04 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA. CONTAINING 1221 SQUARE FEET OR 0.0280 ACRES MORE OR LESS.

NOTES:

- 1) BEARINGS ARE BASED UPON A GRID BEARING OF S 01°29'13" E, ALONG THE EAST LINE OF LOT 1.
- 2) THIS IS NOT A SKETCH OF SURVEY AND DOES NOT REPRESENT A FIELD SURVEY.
- 3) SUBJECT TO EXISTING EASEMENTS, RIGHT-OF-WAYS, COVENANTS, RESERVATIONS AND RESRTICTIONS OF RECORD, IF
- 4) THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CERTIFIED TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATED: JANUARY 17, 2017

MICHAEL W. DONALDSON
PROFESSIONAL SURVEYOR AND MAPPER NO. 6490
STATE OF FLORIDA

CITY OF FORT LAUDERDALE		
TEMPORARY CONSTRUCTION EASEMENT		
S.E. 15TH AVE. AND E. BROWARD BLVD.		
EXHIBIT 1		
BY: M.D.	ENGINEERING DIVISION	DATE: 1/17/17
CHK'D M.D.		SCALE: 1"=30'

EXHIBIT "B"

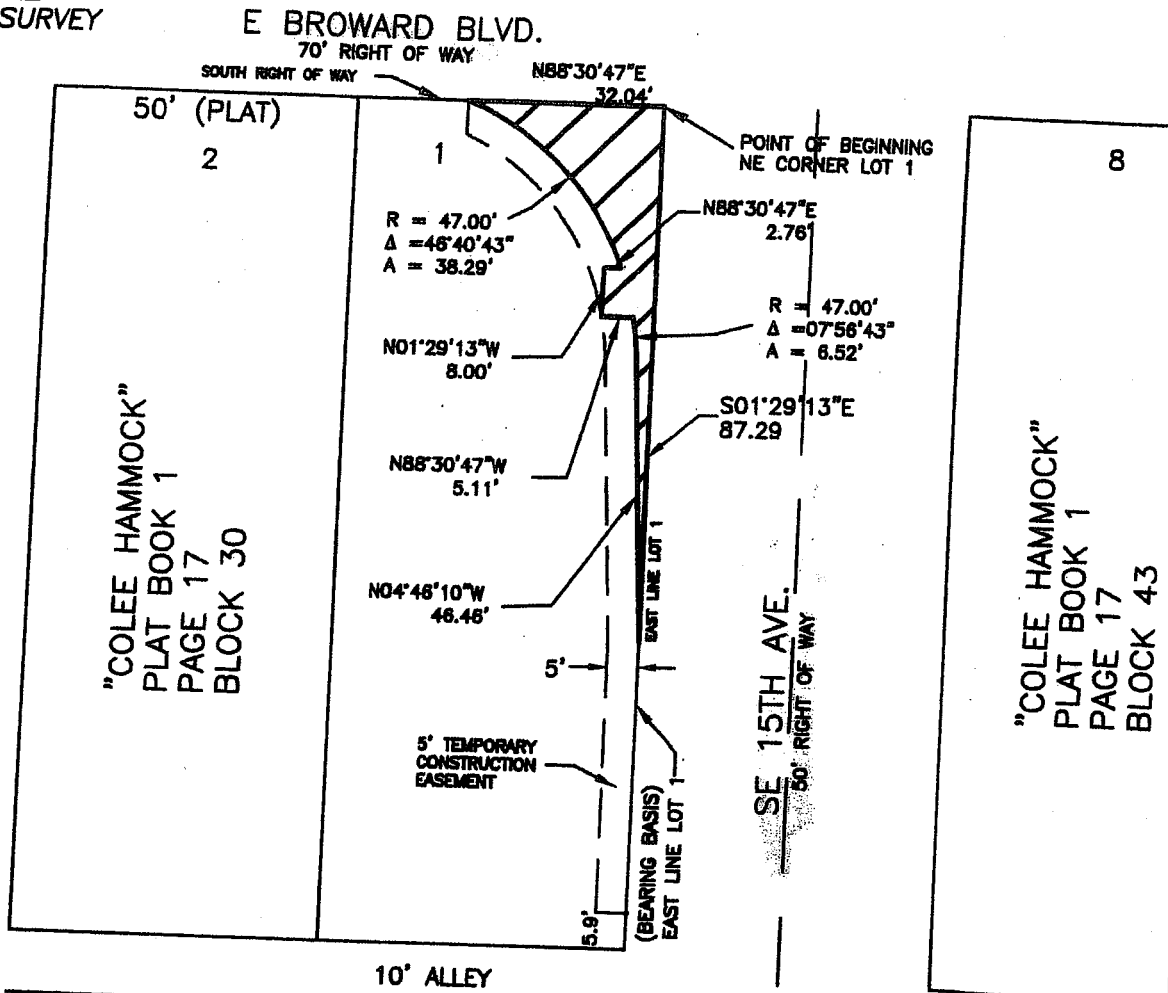
**LEGAL DESCRIPTION AND
SKETCH OF EASEMENT AREA**

Addendum / Contract to Purchase
Seller: 1492 East Broward Blvd LLC
Buyer: City of Fort Lauderdale

SKETCH AND DESCRIPTION

RIGHT OF WAY EASEMENT

THIS IS NOT A SURVEY



DESCRIPTION:

A PORTION OF LOT 1, BLOCK 30, "COLEE HAMMOCK", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE 17, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

BEGIN AT THE NORTHEAST CORNER OF SAID LOT 1, THENCE SOUTH 01°29'13" EAST, ALONG SAID EAST PROPERTY LINE ALSO BEING THE WEST RIGHT OF WAY OF SE 15TH AVENUE, A DISTANCE OF 87.29 FEET; THENCE DEPARTING SAID EAST LINE NORTH 04°48'10" WEST, A DISTANCE OF 46.46 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE TO THE SOUTHWEST; THENCE NORTHERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 47.00 FEET, A CENTRAL ANGLE OF 07° 56' 43" AND AN ARC DISTANCE OF 6.52 FEET TO A POINT; THENCE NORTH 88°30'47" WEST, A DISTANCE OF 5.11 FEET; THENCE NORTH 01°29'13" WEST, A DISTANCE OF 8.00 FEET; THENCE NORTH 88°30'47" EAST, A DISTANCE OF 2.76 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE TO THE SOUTHWEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 47.00 FEET, A CENTRAL ANGLE OF 46° 40' 43" AND AN ARC DISTANCE OF 38.29 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 1 AND ALSO BEING THE SOUTH RIGHT OF WAY OF E. BROWARD BLVD.; THENCE NORTH 88°30'47" EAST ALONG SAID SOUTH RIGHT OF WAY, A DISTANCE OF 32.04 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA. CONTAINING 554 SQUARE FEET MORE OR LESS.

NOTES:

- 1) BEARINGS ARE BASED UPON A GRID BEARING OF S 01°29'13" E, ALONG THE EAST LINE OF LOT 1.
- 2) THIS IS NOT A SKETCH OF SURVEY AND DOES NOT REPRESENT A FIELD SURVEY.
- 3) SUBJECT TO EXISTING EASEMENTS, RIGHT-OF WAYS, COVENANTS, RESERVATIONS AND RESRTICTIONS OF RECORD, IF
- 4) THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CERTIFIED TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATED: NOVEMBER 22, 2016

MICHAEL W. DONALDSON
PROFESSIONAL SURVEYOR AND MAPPER NO. 6490
STATE OF FLORIDA

CITY OF FORT LAUDERDALE		
RIGHT OF WAY EASEMENT		
S.E. 15TH AVE. AND E. BROWARD BLVD.		
EXHIBIT 1		
BY: M.D.	ENGINEERING DIVISION	DATE: 11/22/16
CHK'D M.D.		SCALE: 1"=30'

EXHIBIT "C"

TEMPORARY CONSTRUCTION EASEMENT

Addendum / Contract to Purchase
Seller: 1492 East Broward Blvd LLC
Buyer: City of Fort Lauderdale

PREPARED BY AND RETURN
TO: Lynn Solomon, Esq.
Assistant City Attorney
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301

Folio No: **5042 11 01 1350**

(Space Reserved for Recording Information)

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT, made this ____ day
of _____, 2017, by and between:

1492 East Broward Blvd. LLC, a Florida limited liability company,
whose principal address is, 1492 E Broward Blvd, Fort Lauderdale
33301, hereinafter "Grantor",

and

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, FL 33301,
Federal Tax ID No. 59-6000319, hereinafter "Grantee", its
successors and assigns.

WITNESSETH:

WHEREAS, the Grantee is seeking a dedication of a portion of the Grantor's Property
(as legally described in Exhibit A) to construct roadway improvements that will reduce travel
delays, reduce queuing of vehicles and enhance pedestrian infrastructure at the southwest
intersection of SE 15th Avenue and Broward Boulevard, Fort Lauderdale, Broward County,
Florida; and

WHEREAS, the Grantee, at its expense, intends to make certain improvements to
enlarge the turning radius as this intersection, restore the sidewalk ramp, remove and relocate
the pedestrian crosswalk signal, provide for storm water drainage and other public
improvements; and

WHEREAS, the proposed public improvements lie within the Grantor's Property and

the Grantee seeks to facilitate these public improvements by granting a Temporary Construction Easement; and

WHEREAS, Grantee has agreed to compensate the Grantor for the Temporary Construction Easement pursuant to a separate agreement; and

WHEREAS, Grantor intends to grant a permanent easement to Grantee upon completion of the proposed public improvements to a portion of Grantor's Property,

NOW, THEREFORE, in consideration of the foregoing;

Grantor, for and in consideration of the sum of TEN and No/100 DOLLARS (\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt of which is hereby acknowledged, has granted, bargained and sold unto Grantee, its successors and assigns, a temporary construction easement for, under, across, and over the Property of the Grantor, situate in the City of Fort Lauderdale, County of Broward, State of Florida, and more particularly described and depicted in Exhibit "B" attached hereto and made (the "Easement Area"):

Together with the right of the Grantee, its successors and assigns, to go onto the Easement Area with necessary labor, equipment, vehicles or materials to facilitate the construction of public improvements associated with the Permanent Easement and for doing anything necessary, useful or convenient for the enjoyment of the easement herein granted.

And the Grantor does hereby covenant with the said Grantee as follows:

1. That the Grantor is lawfully seized of the land upon which said temporary construction easement is granted, and has good and marketable title to such real estate, and the Grantor therefore has good and lawful right to convey the temporary construction easement reference herein, and Grantor fully warrants and shall defend title to the Easement Area against the claims of all persons whomsoever.
2. That the said easement is free and clear from encumbrances of record, which would interfere with the intended use by Grantee.
3. That the Grantee shall quietly enjoy its rights in and to the said easement without disturbance and interference by the Grantor, and to the extent within the control, whether directly or indirectly or to the extent under its direction, Grantor shall keep the Easement Area free of all obstructions. Grantor, or its agents, employees, licensee

or invitees shall place no improvements, shrubbery or landscaping or other obstructions within the Easement Area.

4. That the Grantor does hereby expressly permit entry by the Grantee for any purpose hereof upon said easement without furnishing notice of said entry to Grantor.
5. That the Grantor agrees acknowledges and affirms that the temporary construction easement granted hereunder shall be binding upon Grantor and its successors and assigns.

To the extent of the conditions, limitations and privileges of Florida Statutes, Section 768.28 (2016), as amended, and no further, Grantee shall indemnify and hold harmless Grantor for damages arising from the construction and use of the easement granted herein.

The party executing this easement on behalf of Grantor represents and warrants he has the authority to do so on behalf of the Grantor and all parties necessary to bind Grantor have joined in this instrument.

Upon completion of the public improvements, the Temporary Construction Easement Area shall be restored to the condition existing immediately prior to granting the Easement.

The Temporary Construction Easement shall commence on _____ and terminate on March 31, 2018, unless extended by mutual written agreement of the Grantor and Grantee.

*("Grantor" and "Grantee" are used for singular or plural, as context requires.)

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Grantor has hereunto set Grantor's hand and seal the day and year first above written.

GRANTOR:

WITNESSES:

1492 East Broward Blvd. LLC,
a Florida Limited Liability Company

[Witness print/type name]

Paul Wigoda, Managing Member

[Witness print/type name]

STATE OF FLORIDA: COUNTY
OF BROWARD:

The foregoing instrument was acknowledged before me this _____ day of _____ 2017 by **Paul Wigoda, as Managing Member** of and on behalf of **1492 East Broward Blvd. LLC,** a Florida limited liability company. He/She is personally known to me or has produced as identification and did not (did) take an oath.

(SEAL)

Notary Public, State of Florida
Signature of Notary taking Acknowledgement

Name of Notary Typed,
Printed or Stamped

My Commission Expires:

Commission Number

GRANTEE JOINDER AND ACCEPTANCE

Grantee hereby joins in and accepts this Temporary Construction Easement and acknowledges its obligation of indemnity in favor of Grantor pursuant to F.S. 768. 28 (2017).

GRANTEE:

WITNESSES:

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida.

Print Name

By _____
John P. "Jack" Seiler, Mayor

Print Name

By _____
Lee R. Feldman, City Manager

(SEAL)

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 _____ day of _____, 2017, by JOHN P. "JACK" SEILER, Mayor of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida.

(SEAL)

Signature: Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped

Personally Known

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by LEE R. FELDMAN, City Manager of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida.

(SEAL)

Signature: Notary Public, State of Florida

Name of Notary Typed, Printed or

Stamped

Personally Known

EXHIBIT "A"

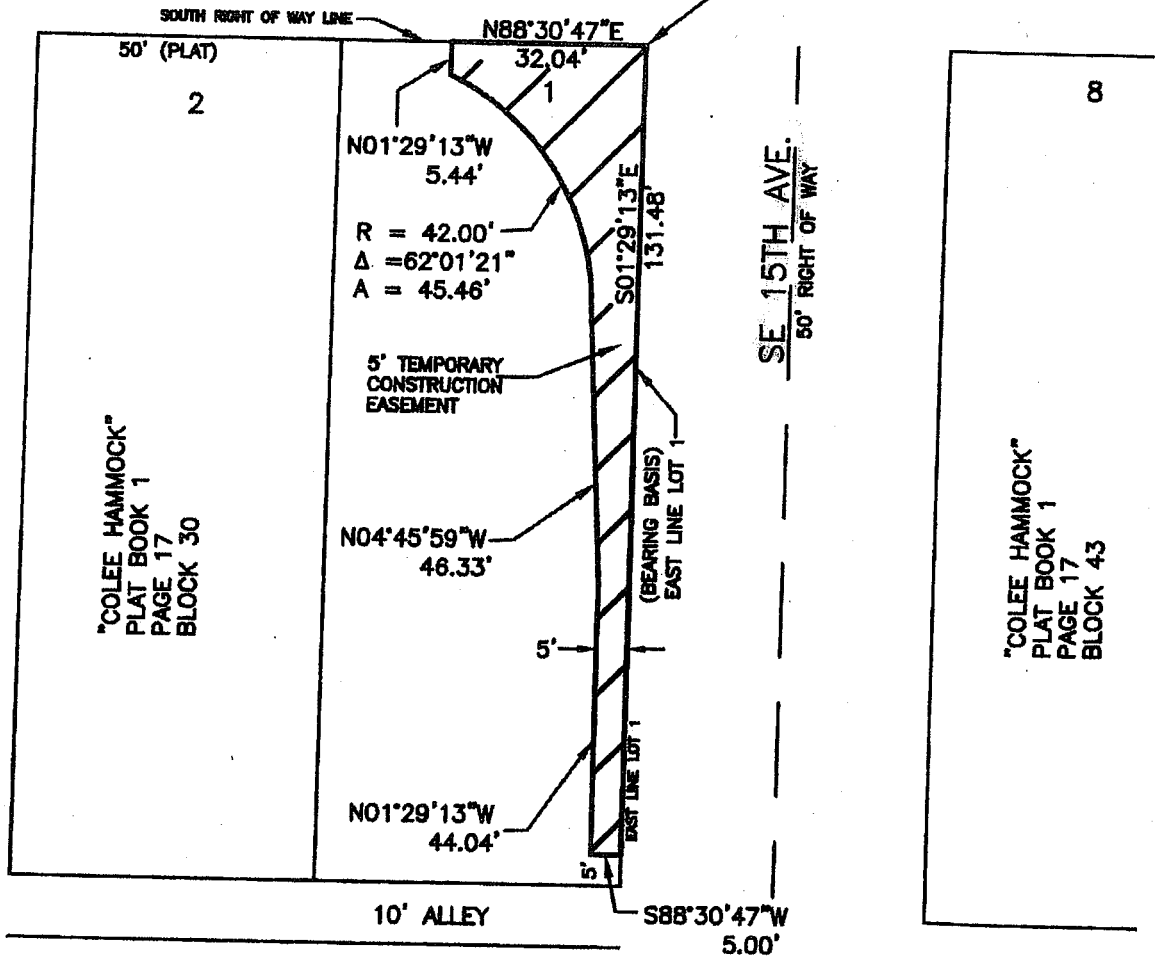
Lots 1 and 2, Block 30, Colee Hammock, according to the plat thereof, as recorded in Plat Book 1, Page 17, Public Records of Broward County, Florida.

SKETCH AND DESCRIPTION TEMPORARY CONSTRUCTION EASEMENT

THIS IS NOT A SURVEY

E BROWARD BLVD.
70' RIGHT OF WAY

POINT OF BEGINNING
NE CORNER LOT 1



DESCRIPTION:

A PORTION OF LOT 1, BLOCK 30, "COLEE HAMMOCK", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE 17, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

BEGIN AT THE NORTHEAST CORNER OF SAID LOT 1, THENCE SOUTH 01°29'13" EAST, ALONG SAID EAST PROPERTY LINE ALSO BEING THE WEST RIGHT IF WAY OF SE 15TH AVENUE, A DISTANCE OF 131.48 FEET; THENCE DEPARTING SAID EAST LINE SOUTH 88°30'47" WEST, A DISTANCE OF 5.00; THENCE NORTH 01°29'13" WEST, A DISTANCE OF 44.04 FEET; THENCE NORTH 04°45'59" WEST, A DISTANCE OF 46.33 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE TO THE SOUTHWEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 42.00 FEET, A CENTRAL ANGLE OF 62°01'21" AND AN ARC DISTANCE OF 45.48 FEET TO A POINT; THENCE NORTH 01°29'13" WEST, A DISTANCE OF 5.44 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 1 AND ALSO BEING THE SOUTH RIGHT OF WAY OF E. BROWARD BLVD.; THENCE NORTH 88°30'47" EAST ALONG SAID SOUTH RIGHT OF WAY, A DISTANCE OF 32.04 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA. CONTAINING 1221 SQUARE FEET OR 0.0280 ACRES MORE OR LESS.

NOTES:

- 1) BEARINGS ARE BASED UPON A GRID BEARING OF S 01°29'13" E, ALONG THE EAST LINE OF LOT 1.
- 2) THIS IS NOT A SKETCH OF SURVEY AND DOES NOT REPRESENT A FIELD SURVEY.
- 3) SUBJECT TO EXISTING EASEMENTS, RIGHT-OF-WAYS, COVENANTS, RESERVATIONS AND RESRTICTIONS OF RECORD, IF
- 4) THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CERTIFIED TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATED: JANUARY 17, 2017

MICHAEL W. DONALDSON
PROFESSIONAL SURVEYOR AND MAPPER NO. 6490
STATE OF FLORIDA

CITY OF FORT LAUDERDALE		
TEMPORARY CONSTRUCTION EASEMENT		
S.E. 15TH AVE. AND E. BROWARD BLVD.		
EXHIBIT 1		
BY: M.D.	ENGINEERING DIVISION	DATE: 1/17/17
CHK'D M.D.		SCALE: 1"=30'

JOINDER, CONSENT AND PARTIAL RELEASE BY MORTGAGE/LIENHOLDER

This JOINDER AND CONSENT AND PARTIAL RELEASE BY MORTGAGE/LIENHOLDER (the Partial Release") is made this ____ day of _____, 2017 by and between: JOHN J. MAKOS, III hereinafter "Mortgagee" (or other lienholder title) in favor of CITY OF FORT LAUDERDALE, a Florida municipal corporation, of the County of Broward, State of Florida, hereinafter "CITY".

WITNESSETH

That Mortgage/Lienholders, the holder of that certain mortgage/lien JOHN J. MAKOS, III, executed by 1492 East Broward Blvd, LLC, a Florida limited liability company dated **January 4 2013** recorded **January 11, 2013** at Official Records Book **49410** Page **635** of the Public Records of Broward County, Florida, being in the original principal sum of Six Hundred Twenty Five Thousand and No/100 Dollars (\$625,000.00), in consideration of Ten Dollars (\$10.00) and other good and valuable considerations received from CITY, does hereby join and consent to execution and delivery of the foregoing Temporary and Permanent Easements and does furthermore release from the lien of the above noted mortgage/lien the Easement Area as described in that Temporary and Permanent Easements, without impairing the lien of the above described (mortgage/lien) on the remaining portion of the property described in said (mortgage/lien).

IN WITNESS OF THE FOREGOING, the Mortgagee/Lienholder has set Mortgagee's/Lienholder's hand and sale the day and year first written above.

WITNESSES:

By _____
John J. Makos, III

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by John J. Makos, III who is personally known to me or has produced _____ identification and who did not (did) take an oath.

Signature: Notary Public, State of Florida

(SEAL)

Name of Notary Typed, Printed or Stamped
My commission expires: _____

EXHIBIT "D"

PERMANENT EASEMENT

Addendum / Contract to Purchase
Seller: 1492 East Broward Blvd LLC
Buyer: City of Fort Lauderdale

PREPARED BY AND RETURN TO:
Lynn Solomon, Esq.
Assistant City Attorney
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301

Folio No: **5042 11 01 1350**

(Space Reserved for Recording Information)

PERMANENT EASEMENT

THIS PERMANENT EASEMENT, made this ____ day of _____,
2017, by and between:

1492 East Broward Blvd., LLC, a Florida limited liability company,
whose principal address is, 1492 E Broward Blvd, Fort Lauderdale
33301, hereinafter "Grantor",

And

City of Fort Lauderdale, a municipal corporation existing under the
laws of the State of Florida, its successors and assigns, whose Post
Office address is 100 North Andrews Avenue, Fort Lauderdale, FL
33301, Federal Tax ID No. 59-6000319, hereinafter "Grantee.

WITNESSETH:

WHEREAS, Grantor is the fee simple owner of certain lands situated in Broward
County, Florida, and more legally described in Exhibit "A" attached hereto and incorporated
herein (the "Property"); and

WHEREAS, Grantor has agreed to grant and convey to Grantee, a permanent exclusive
easement over, on, upon, and across the Easement Area as legally described and depicted in
Exhibit "B" attached hereto and made a part hereof for the purposes set forth herein; and

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, together with other good and valuable consideration provided to Grantor, the adequacy and receipt of which are hereby acknowledged, Grantor hereby voluntarily grants, creates, conveys, and establishes a perpetual easement for and in favor of Grantee upon the Property described on Exhibit " B " ("Easement Area") which shall run with the land and be binding upon the land.

The scope, nature, and character of this Easement shall be as follows:

1. **Recitals:** The recitals herein are true and correct and are hereby incorporated into and made a part of this Easement.
2. **Purpose:** It is the purpose of this Easement to grant a permanent exclusive easement over, on, upon, and across the Easement Area for the purpose of vehicular and pedestrian ingress and egress and for utilities for the benefit of the public.
3. **Duration:** This Easement shall remain in full force and effect in perpetuity.
4. **Modification:** This Easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns or successors-in-interest, which shall be filed in the public records in Broward County, Florida.

And the Grantor does hereby covenant with the said Grantee as follows:

1. That the Grantor is lawfully seized of the land upon which said easement is granted, and has good and marketable title to such real estate, and the Grantor therefore has good and lawful right to convey the easement reference herein, and Grantor fully warrants and shall defend title to the Easement Area against the claims of all persons whomsoever.
2. That the said easement is free and clear from encumbrances of record, which would interfere with the intended use by Grantee.
3. That the Grantee shall quietly enjoy its rights in and to the said easement without disturbance and interference by the Grantor, and to the extent within the control, whether direct or indirect, or under its direction, Grantor shall keep the Easement Area free of all obstructions. Grantor, or its agents, employees, licensees or invitees, shall place no improvements, shrubbery, landscaping or other obstructions within the Easement Area.

4. That the Grantor does hereby expressly permit entry by the Grantee for any purpose hereof upon said easement without furnishing notice of said entry to Grantor.
5. That the Grantor agrees acknowledges and affirms that the easement hereunder granted shall be binding upon Grantor and its successors and assigns.

To the extent of the conditions, limitations and privileges of the Florida Statutes, Section 768.28 (2016), as amended, and no further, Grantee shall indemnify and hold harmless Grantor for damages arising from the maintenance and use of the easement granted herein.

The party executing this easement on behalf of Grantor represents and warrants he has the authority to do so on behalf of the Grantor and all parties necessary to bind Grantor have joined in this instrument.

Grantee acknowledges it shall be solely responsible for operating, maintaining and repairing the Easement Area.

Grantor acknowledges and agrees that payment of taxes, whether ad-valorem or non-ad-valorem, or special assessments of any nature, kind or degree, assessed against the Easement Area is the obligation of the Grantor and its successors, heirs or assigns.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Grantor has hereunto set Grantor's hand and seal the day and year first above written.

GRANTOR:

WITNESSES:

1492 East Broward Blvd. LLC, a Florida limited liability company

[Witness print/type name]

By: _____
Paul Wigoda, Managing Member

[Witness print/type name]

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this _____ day of _____ 2017 by **Paul Wigoda, as Managing Member** of and on behalf of **1492 East Broward Blvd. LLC**, a Florida limited liability company. He/She is personally known to me or has produced _____ as identification and did not take an oath.

(SEAL)

Notary Public, State of Florida
Signature of Notary taking Acknowledgement

Name of Notary Typed,
Printed or Stamped

My Commission Expires:

Commission Number

GRANTEE ACCEPTANCE

Grantee hereby joins in and accepts to this Permanent Easement and acknowledges its obligation of indemnity in favor of Grantor pursuant to F.S. 768. 28 (2017) and maintenance obligations.

GRANTEE:

WITNESSES:

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida.

By _____
John P. "Jack" Seiler, Mayor

Print Name

By _____
Lee R. Feldman, City Manager

Print Name

(SEAL)

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 _____ day of _____, 2017, by JOHN P. "JACK" SEILER, Mayor of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida.
(SEAL)

Signature: Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped

Personally Known

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by LEE R. FELDMAN, City Manager of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida.

(SEAL)

Signature: Notary Public, State of Florida

Name of Notary Typed, Printed or

Stamped

Personally Known

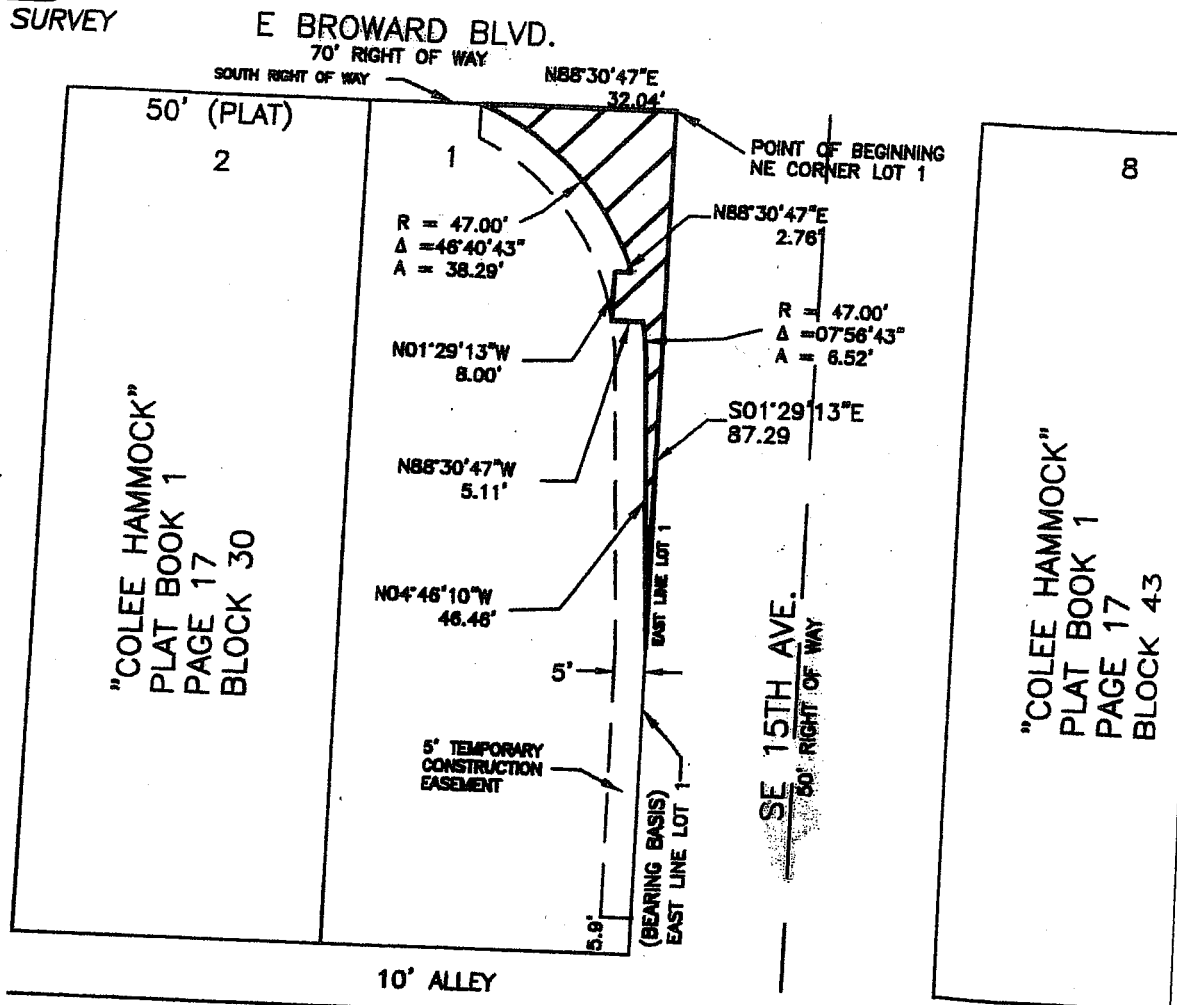
EXHIBIT "A"

Lots 1 and 2, Block 30, Colee Hammock, according to the plat thereof, as recorded in Plat Book 1, Page 17, Public Records of Broward County, Florida.

SKETCH AND DESCRIPTION

RIGHT OF WAY EASEMENT

THIS IS NOT A SURVEY



DESCRIPTION:

A PORTION OF LOT 1, BLOCK 30, "COLEE HAMMOCK", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE 17, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

BEGIN AT THE NORTHEAST CORNER OF SAID LOT 1, THENCE SOUTH 01°29'13" EAST, ALONG SAID EAST PROPERTY LINE ALSO BEING THE WEST RIGHT OF WAY OF SE 15TH AVENUE, A DISTANCE OF 87.29 FEET; THENCE DEPARTING SAID EAST LINE NORTH 04°46'10" WEST, A DISTANCE OF 46.48 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE TO THE SOUTHWEST; THENCE NORTHERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 47.00 FEET, A CENTRAL ANGLE OF 07°56'43" AND AN ARC DISTANCE OF 6.52 FEET TO A POINT; THENCE DISTANCE OF 2.78 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE TO THE SOUTHWEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 47.00 FEET, A CENTRAL ANGLE OF 46°40'43" AND AN ARC DISTANCE OF 38.29 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 1 AND ALSO BEING THE SOUTH RIGHT OF WAY OF E. BROWARD BLVD.; THENCE NORTH 88°30'47" EAST ALONG SAID SOUTH RIGHT OF WAY, A DISTANCE OF 32.04 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA. CONTAINING 554 SQUARE FEET MORE OR LESS.

NOTES:

- 1) BEARINGS ARE BASED UPON A GRID BEARING OF S 01°29'13" E, ALONG THE EAST LINE OF LOT 1.
- 2) THIS IS NOT A SKETCH OF SURVEY AND DOES NOT REPRESENT A FIELD SURVEY.
- 3) SUBJECT TO EXISTING EASEMENTS, RIGHT-OF WAYS, COVENANTS, RESERVATIONS AND RESRTICTIONS OF RECORD, IF
- 4) THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CERTIFIED TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATED: NOVEMBER 22, 2016

MICHAEL W. DONALDSON
 PROFESSIONAL SURVEYOR AND MAPPER NO. 6490
 STATE OF FLORIDA

CITY OF FORT LAUDERDALE		
RIGHT OF WAY EASEMENT		
S.E. 15TH AVE. AND E. BROWARD BLVD.		
EXHIBIT 1		
BY: M.D.	ENGINEERING DIVISION	DATE: 11/22/16
CHK'D M.D.		SCALE: 1"=30'

JOINDER, CONSENT AND PARTIAL RELEASE BY MORTGAGE/LIENHOLDER

This JOINDER AND CONSENT AND PARTIAL RELEASE BY MORTGAGE/LIENHOLDER (the Partial Release") is made this _____ day of _____, 2017 by and between: JOHN J. MAKOS, III hereinafter "Mortgagee" (or other lienholder title) in favor of CITY OF FORT LAUDERDALE, a Florida municipal corporation, of the County of Broward, State of Florida, hereinafter "CITY".

WITNESSETH

That Mortgage/Lienholders, the holder of that certain mortgage/lien JOHN J. MAKOS, III, executed by 1492 East Broward Blvd, LLC, a Florida limited liability company dated **January 4 2013** recorded **January 11, 2013** at Official Records Book **49410** Page **635** of the Public Records of Broward County, Florida, being in the original principal sum of Six Hundred Twenty Five Thousand and No/100 Dollars (\$625,000.00), in consideration of Ten Dollars (\$10.00) and other good and valuable considerations received from CITY, does hereby join and consent to execution and delivery of the foregoing Temporary and Permanent Easements and does furthermore release from the lien of the above noted mortgage/lien the Easement Area as described in that Temporary and Permanent Easements, without impairing the lien of the above described (mortgage/lien) on the remaining portion of the property described in said (mortgage/lien).

IN WITNESS OF THE FOREGOING, the Mortgagee/Lienholder has set Mortgagee's/Lienholder's hand and sale the day and year first written above.

WITNESSES:

By _____
John J. Makos, III

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by John J. Makos, III, as _____ as a _____ as who is personally known to me or has produced _____ identification and who did not (did) take an oath.

Signature: Notary Public, State of Florida

(SEAL)

Name of Notary Typed, Printed or Stamped
My commission expires: _____

EXHIBIT "E"

PENDING LITIGATION

Addendum / Contract to Purchase
Seller: 1492 East Broward Blvd LLC
Buyer: City of Fort Lauderdale

EXHIBIT "F"

**NOTICE(S) FROM GOVERNMENTAL AUTHORITY
THAT REAL PROPERTY IS NOT IN COMPLIANCE WITH
LAWS, ORDINANCES, RULES OR REGULATIONS**

Addendum / Contract to Purchase
Seller: 1492 East Broward Blvd LLC
Buyer: City of Fort Lauderdale