

SCHEDULE 3

AFFIDAVIT

CLOSING AFFIDAVIT

STATE OF Florida))
) SS:
COUNTY OF Broward

BEFORE ME, the undersigned Notary Public, personally appeared Dean J. Trantalis, to me well known to be the person who made and subscribed the following Affidavit, who, upon being first by me duly sworn on oath, deposed and said as follows:

1. Affiant is the Mayor of the City of Fort Lauderdale ("City"), and as such officer has general knowledge of the business and affairs of the City and of all facts stated hereinafter.

2. The City has entered into the "Comprehensive Agreement" referenced in Instrument #119064164 recorded in the Public Records of Broward County, Florida ("Memorandum") with respect to that certain real property situated in Broward County, Florida ("Subject Property"), more particularly described on Exhibit A.

3. The City is in possession of the Subject Property and the City has not entered into a written agreement granting any party a lease or right to possession of the Subject Property, other than as contemplated in the Comprehensive Agreement, the FIRE/EMS Sublease executed by the City and Las Olas Parking Solutions, LLC ("Private Party"), and the Revocable License dated November 25, 2019, as amended on 2/7, 2025, by the City and Las Olas Holding Company, Inc. ("Las Olas"), as modified by the Memorandum of Understanding between the City, Las Olas and Private Party (collectively, the "License Agreement").

4. No judgments have been rendered and no suits are now pending against the City, in any court of record, which impair or involve title to the Subject Property; nor have any writs of execution or attachment, issued from any court (including a court of a Justice of the Peace), been levied upon the Subject Property in Broward County, Florida belonging to the City.

5. All persons, firms and corporations who have performed labor or supplied materials upon the Subject Property on behalf of the City, if any, have been fully paid; there is no person, firm or corporation who has any right or claim of lien against the Subject Property for having furnished material or performed labor thereon on behalf of the City; there have been no improvements, alterations or repairs to the Subject Property on behalf of the City for which the

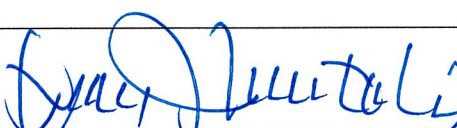
Schedule 3 - 1

costs thereof remain unpaid; within the past ninety (90) days, no improvements have been commenced on the Subject Property on behalf of the City that would result in a lien on the Subject Property.

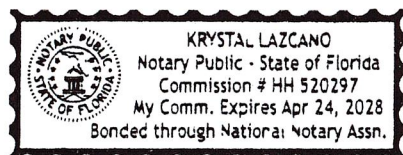
6. The City will not record any instrument to be recorded amongst the Public Records of Broward County, Florida, subsequent to April 17, 2023 at 8:00 A.M. through the date of recording of the Memorandum with respect to the Subject Property, except for the Declaration of Easement between the City and Las Olas Parking Solutions, LLC dated 2/7/25, and the License Agreement and the FIRE/EMS Sublease (or a memorandum of its terms).

7. Affiant declares that he has examined this Affidavit and to the best of Affiant's knowledge, without independent investigation or inquiry, and belief it is true, correct and complete and that Affiant has the authority to execute this Affidavit on behalf of the City.

FURTHER AFFIANT SAYS NOT.

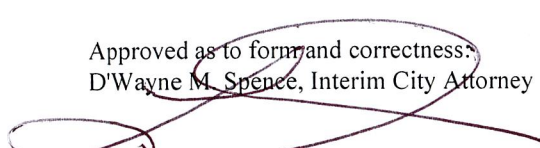
By: 
Name: Dean J. Trantalis, MAYOR
Date: 2/7/25

Sworn and Subscribed to before me this 7 day of February, 2025, by means of ☒ physical presence or ☐ on-line authorization, by Dean J. Trantalis, as Mayor of the City of the CITY OF FORT LAUDERDALE, a municipal corporation, who is personally known to me or has produced _____ as identification..




Notary Public, State of Florida
My Commission Expires: April 24, 2028

Approved as to form and correctness:
D'Wayne M. Spence, Interim City Attorney


Lynn Solomon, Asst, City Attorney

Schedule 3 - 2

EXHIBIT A TO CLOSING AFFIDAVIT

SUBJECT PROPERTY

Lots 1, 2, 3, 4, 5, 6, 7, and 8, Block 9, COLEE HAMMOCK, according to the Plat thereof, as recorded in Plat Book 1, Page 17 of the Public Records of Broward County, Florida.

Schedule 3 - 3