

1 **DEPOSIT RECEIPT AND CONTRACT FOR SALE AND PURCHASE**  
2 (If FHA, VA or CONDOMINIUM/HOMEOWNER'S ASSOCIATION CONTRACT, ADDENDUM REQUIRED)

3 BUYER City of Fort Lauderdale, a municipal corporation

4 SELLER Suntrust Bank, as sole Trustee of the Irvin Jack Mitchell Revocable Trust, dated January 16, 2014, as amended

5 Buyer and Seller agree Seller shall sell and Buyer shall buy the following real property ("Real Property") and personal  
6 property ("Personalty") (collectively "Property") upon the terms and conditions and any addendum to this Contract.

7 1. LEGAL DESCRIPTION of Real Property located in Broward  
8 Exhibit "1" (attached hereto) County, FL.

9 TAX FOLIO #: 5042 16 02 0020

10 1.1 PROPERTY ADDRESS: 1311 Citrus Isle Fort Lauderdale 33315  
11 (Address) (City) (Zip)

12 1.2 Seller represents the Property can be used for the following purposes: RS-8

13 2. PURCHASE PRICE: (In U.S. funds) \$10.00 & other good and valuable consideration  
14

15 2.1 ~~Deposit made at the time Buyer executed this document~~ .....

16 2.2 Additional deposit due within United States business days after Effective Date.

17 Time is of the essence as to ALL deposits .....

18 All Deposits to be held by: ("Escrow Agent")

19 2.3 Amount of new note and mortgage to be executed by Buyer to any lender other than Seller. . . \$

20 Type of mortgage:

21 (CHECK ONE) ( ) Conventional, ( ) FHA, ( ) VA (If FHA or VA see Addendum)

22 (CHECK ONE) ( ) Prevailing Rate & Terms; OR ( ) Interest Rate % & Term Years

23 (CHECK ONE) ( ) Fixed Rate, ( ) Variable rate with a maximum ceiling of %

24 Other terms:

25 2.4 Existing mortgage balance encumbering the Real Property

26 to be ASSUMED by Buyer approximately .....

27 Mortgagee Name Loan # .....

28 (CHECK ONE) ( ) Fixed rate not to exceed the rate of %

29 ( ) Variable current rate with a maximum ceiling of %

30 Balloon Mortgage: ( ) Yes ( ) No Balloon Due Date: .....

31 Other terms: .....

32 2.5 Purchase money note to Seller secured by a ( ) 1st OR ( ) 2nd purchase money mortgage,

33 bearing interest at the rate of % per annum with payments based on years

34 amortization OR payable \$ principal and interest per .....

35 Balloon Mortgage: ( ) Yes ( ) No Balloon Due Date: .....

36 Due on sale: ( ) Yes ( ) No No prepayment penalty.

37 2.6 Other consideration: .....

38 2.7 Approximate payment due at closing as described in paragraph 27.1  
39 (This does not include closing costs and prepaid items) .....

40 2.8 PURCHASE PRICE .....

41 3. CLOSING DATE: This Contract shall be closed and the deed and possession shall be delivered on or before  
42 See Addendum, 20 ("Closing Date") unless extended by other provisions of this Contract or  
43 separate agreement.

*ABD*

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45

46 ~~4. TIME FOR ACCEPTANCE: If by 5:00 p.m.~~

47 ~~executed by all parties and a copy delivered to all parties or their Authorized Representative, this offer is withdrawn and~~

48 ~~all deposits will be returned to Buyer.~~

49 ~~5. PERSONALTY INCLUDED: All fixed items including: all landscaping; window screens, window treatments and~~

50 ~~hardware; wall-to-wall or attached floor coverings and attached lighting fixtures as now installed on the Real Property.~~

51 ~~Also included are the following checked items: ( ) range, ( ) oven, ( ) refrigerator, ( ) dishwasher, ( ) disposal,~~

52 ~~( ) microwave oven, ( ) trash compactor, ( ) washer, ( ) dryer, ( ) ceiling fans ( # of fans), ( ) solar~~

53 ~~equipment, ( ) satellite dishes, ( ) security/alarm systems, ( ) pool cleaning equipment (DESCRIBE):~~

54 ~~5.1 ADDITIONAL PERSONALTY INCLUDED:~~

55 ~~5.2 PERSONALTY NOT INCLUDED:~~

56 ~~5.3 LEASED ITEMS: ( ) security/alarm systems, ( ) propane tanks, ( ) solar equipment, ( ) satellite dishes,~~

57 ~~Other:~~

58 ~~6. FACSIMILE/COUNTERPARTS: A legible facsimile copy of this entire Contract and any signatures shall be~~

59 ~~considered as originals. This Contract may be signed in counterparts and taken together shall be considered an original.~~

60 ~~7. EFFECTIVE DATE: The Effective Date of this Contract ("Effective Date") shall be the day upon which it becomes~~

61 ~~fully executed by all parties and a copy delivered to all parties or their Authorized Representative.~~

62 ~~8. TIME AND BUSINESS DAYS DEFINED: All time periods will be computed in business days unless otherwise~~

63 ~~indicated. A "business day" is every calendar day except Saturday, Sunday and national legal holidays. If any time~~

64 ~~period ends on a Saturday, Sunday or national legal holiday, performance will be due the next business day. All time~~

65 ~~periods will end at 5:00 p.m. local time in the county where the Real Property is located.~~

66 ~~9. DELIVERY TO AUTHORIZED REPRESENTATIVE: Delivery of any document required or permitted by this~~

67 ~~Contract to be delivered to Buyer or Seller shall be deemed to be delivered when delivery has been made to such party's~~

68 ~~Authorized Representative ("Authorized Representative").~~

69 ~~9.1 DEFINITION OF AUTHORIZED REPRESENTATIVE: Authorized Representative shall include:~~

70 ~~9.1.1 any licensed Florida attorney representing Buyer or Seller in this transaction (as to the party the attorney represents);~~

71 ~~9.1.2 any person specifically authorized in writing by Buyer or Seller to receive documents;~~

72 ~~9.1.3 as to Seller, the Florida real estate licensee(s) shown as listing sales associate(s) and the active broker(s) ("Broker")~~

73 ~~of licensee's real estate firm;~~

74 ~~9.1.4 as to Buyer, the Florida real estate licensee(s) presenting this document to Seller or Seller's Authorized~~

75 ~~Representative and the active broker(s) ("Broker") of licensee's real estate firm.~~

76 ~~10. EVIDENCE OF TITLE: Seller shall, at Seller's expense, furnish to Buyer or Buyer's closing agent not less than~~

77 ~~fifteen (15) business days prior to the Closing Date either: 1) a certified abstract of title which shall commence with the~~

78 ~~earliest public records with certified search through the Effective Date, or 2) a prior owner's title insurance policy issued~~

79 ~~by a currently licensed title insurance company and partial certified abstract or certified search from the date of such~~

80 ~~policy through the Effective Date. Seller shall convey a marketable title, subject only to liens, encumbrances, exceptions~~

81 ~~on qualifications set forth in this Contract and those which shall be discharged by Seller at or before closing. Marketable~~

82 ~~title shall be determined according to applicable Title Standards adopted by The Florida Bar and in accordance with the law.~~

83 ~~10.1 PALM BEACH COUNTY: If the Real Property is located in Palm Beach County, Seller shall, at Seller's expense,~~

84 ~~deliver to Buyer, a title insurance commitment and policy issued by a Florida licensed title insurer acceptable to major~~

85 ~~institutional lenders located in Palm Beach County agreeing to issue to Buyer, upon recording of the deed, an owner's~~

86 ~~policy of title insurance in the amount of the Purchase Price, insuring marketable title in Buyer to the Real Property~~

87 ~~subject only to liens, encumbrances, exceptions or qualifications set forth in this Contract and those which shall be~~

88 ~~discharged by Seller at or before closing.~~

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93 10.2 RESERVATIONS: A right of entry in connection with oil, mineral or gas reservations shall constitute a title  
94 defect, unless such right of entry is prohibited by government regulations.

95 10.3 TITLE DEFECTS: Buyer shall have ten (10) business days from the date of receiving evidence of title to  
96 examine same. If title is found to be defective, Buyer shall within said period, notify Seller in writing specifying  
97 the defects. If such defects render the title unmarketable, Seller shall have thirty (30) business days from the receipt  
98 of such notice to cure the defects, and if after said period Seller shall not have cured the defects, Buyer shall have  
99 the option of: 1) accepting title as it then is; or 2) terminating this Contract by delivery of written notice to Seller or  
100 his Authorized Representative, and deposits shall be returned to Buyer and all parties shall be released from all  
101 further obligations herein.

102 11. SURVEY: Buyer, at Buyer's expense, within the time allowed to deliver evidence of title and to examine  
103 same, may have the Real Property surveyed and certified by a registered Florida surveyor. If the survey shows  
104 encroachment on the Real Property or that improvements located on the Real Property encroach on setback lines,  
105 easements, lands of others, or violate any restrictions, contract covenants or applicable governmental regulation,  
106 the same shall constitute a title defect. If the Real Property is located east of the Intracoastal Waterway it may be  
107 affected by the Coastal Construction Control Line as defined in F.S. 161.053.

108 12. CONVEYANCE: Seller shall convey title to the Real Property by statutory warranty, or fiduciary special warranty  
109 deed, if applicable, subject only to land use designation, zoning restrictions, prohibitions and other requirements  
110 imposed by governmental authority; restrictions, easements and matters appearing on the plat or otherwise common to  
111 the subdivision; public utility easements of record which are located contiguous to the Real Property lines and not more  
112 than twelve (12) feet in width as to the rear or front lines and seven and one-half (7.5) feet in width as to the side lines  
113 (unless otherwise specified herein); taxes for year of closing and subsequent years; assumed mortgages and purchase  
114 money mortgages (provided there exists at closing no violation of the foregoing and none of them prevents the use of the  
115 Real Property for the purpose represented in this Contract); matters contained in this Contract and matters otherwise  
116 accepted by Buyer. Personalty shall, at request of Buyer, be transferred by an absolute bill of sale with warranty of title,  
117 subject only to such matters as are otherwise provided herein.

118 ~~13. EXISTING MORTGAGES: If Buyer is assuming an existing mortgage, Seller shall obtain and furnish a statement~~  
119 ~~from the mortgagee setting forth the principal balance, method of payment, interest rate and whether the mortgage is in~~  
120 ~~good standing. If there are charges for the change of ownership, including charges for assumption, they shall be paid by~~  
121 ~~Buyer unless the total charges exceed one percent (1%) of the unpaid balance of the mortgage to be assumed. If the total~~  
122 ~~cost of the above items exceed one percent (1%) of the unpaid balance of the mortgage to be assumed, then either party~~  
123 ~~shall have the option of paying any amount in excess so the entire cost is paid, and this Contract shall remain in full~~  
124 ~~force and effect. However, if neither party agrees to pay the additional amount, then either party may terminate this~~  
125 ~~Contract by delivery of written notice to the other party or his Authorized Representative, and deposits shall be returned~~  
126 ~~to Buyer and all parties shall be released from all further obligations herein.~~

127 13.1 APPLICATION AND QUALIFICATION: Buyer shall make application for assumption of the existing mortgage  
128 within \_\_\_\_\_ business days (five (5) business days if this blank is not filled in) after the Effective Date. Buyer agrees  
129 to make a good faith, diligent effort to assume the existing mortgage and agrees to execute all documents required by the  
130 mortgagee for the assumption. If the mortgagee does not give written consent to permit the Buyer to assume the existing  
131 mortgage at the rate and terms of payment specified herein within \_\_\_\_\_ business days (twenty (20) business days if  
132 this blank is not filled in) after the Effective Date, either party may terminate this Contract by delivery of written notice  
133 to the other party or his Authorized Representative, and deposits shall be returned to Buyer and all parties shall be  
134 released from all further obligations herein. This right of termination shall cease upon Buyer obtaining written approval  
135 for assumption of the mortgage prior to delivery of the notice of termination.

136 13.2 VARIANCE: Any variance in the amount of a mortgage to be assumed and the amount stated in this Contract shall be  
137 added to or deducted from the cash payment. If the mortgage balance is more than three percent (3%) less than the amount  
138 indicated in this Contract, Seller shall have the option of adjusting the Purchase Price to an amount where the differential is  
139 no more than three percent (3%), and if Seller declines to do so, then either party may terminate this Contract by delivery of  
140 written notice to the other party or his Authorized Representative, and deposits shall be returned to Buyer and all parties shall  
141 be released from all further obligations herein. This notice must be given not less than five (5) business days prior to closing.

142 13.3 DISPOSITION OF ESCROW BALANCE: If Buyer assumes a mortgage, Seller shall receive as credit at closing an  
143 amount equal to the escrow funds held by the mortgagee, which funds shall thereupon be transferred to Buyer.

144 ~~14. NEW MORTGAGES: If Buyer executes a mortgage, all related costs and charges shall be paid by Buyer. Except as~~

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146 ~~provided below, any purchase money note and mortgage to Seller shall follow a form with terms generally accepted and~~  
147 used by institutional lenders doing business in the county where the Real Property is located. A purchase money  
148 mortgage shall provide for an annual proof of payment of taxes and insurance against loss by fire with extended  
149 coverage in an amount not less than the full insurable value of the improvements. A first mortgage and note shall  
150 provide for acceleration at the option of the holder after thirty (30) calendar days default; for junior mortgages this shall  
151 be ten (10) calendar days. The note shall provide for a late charge of five percent (5%) of the payment due if payment is  
152 received by the mortgagee more than ten (10) calendar days after the due date and mortgagee has not elected to  
153 accelerate. Junior mortgages shall require the owner of the Real Property encumbered to keep all prior liens and  
154 encumbrances in good standing and shall forbid the owner from accepting modifications or future advances under any  
155 prior mortgages. Any prepayment shall apply against principal amounts last maturing.

156 14.1 PREQUALIFICATION: Within \_\_\_\_\_ business days (five (5) business days if this blank is not filled in) after  
157 the Effective Date, Buyer shall provide to Seller a letter from a lender stating that, based on a review of Buyer's  
158 application and credit report, Buyer is prequalified for the mortgage loan indicated in Paragraph 2.3. If Buyer fails to  
159 provide such letter within that time, Seller may terminate this Contract by delivery of written notice to Buyer or his  
160 Authorized Representative and deposits shall be returned to Buyer and all parties shall be released from all further  
161 obligations herein. This right of termination shall cease upon Buyer obtaining a loan commitment prior to delivery of the  
162 notice.

163 14.2 APPLICATION AND QUALIFICATION: If this Contract provides for Buyer to obtain new mortgage financing,  
164 then Buyer's performance under this Contract shall be contingent upon Buyer obtaining said mortgage financing upon  
165 the terms stated, or if none are stated, then upon the terms generally prevailing at such time in the county where the Real  
166 Property is located. Buyer agrees to apply within \_\_\_\_\_ business days (five (5) business days if this blank is not  
167 filled in) after the Effective Date and to make a good faith, diligent effort to obtain mortgage financing. The commission  
168 or omission of any act by Buyer calculated to produce a rejection by any mortgage lender shall be a default by Buyer.

169 14.3 RELEASE OF INFORMATION: Buyer authorizes their mortgage broker and/or lender to provide information to  
170 Buyer, Seller and their Authorized Representatives in accordance with Section VII of the Gramm-Leach-Bliley Act. The  
171 information to be provided is limited to information necessary to verify that Buyer is complying with this Contract and  
172 that there has been no material change in any information provided.

173 14.4 FAILURE TO OBTAIN LOAN COMMITMENT: If within \_\_\_\_\_ business days (thirty (30) business days if  
174 this blank is not filled in) after the Effective Date, or by the Closing Date, whichever occurs sooner, Buyer fails to obtain  
175 a loan commitment, or after diligent effort Buyer is not able to comply with the terms and conditions of the loan  
176 commitment, and Buyer does not waive Buyer's rights under this subparagraph within the time stated for obtaining the  
177 commitment, then either party may terminate this Contract by delivery of written notice to the other party or his  
178 Authorized Representative, and deposits shall be returned to Buyer and all parties shall be released from all further  
179 obligations herein. This right of termination for failure to obtain a loan commitment shall cease upon Buyer obtaining a  
180 loan commitment prior to delivery of the notice of termination.

181 15. INSPECTIONS, REPAIR AND MAINTENANCE: Buyer shall have the right, at Buyer's expense, to have roof, seawall,  
182 dock, ~~pool~~, electrical, plumbing, sprinkler system, ~~window~~, ~~septic system~~, radon, mold, hazardous substance, environmental,  
183 wood destroying organism, ~~air conditioning and heating system~~, ~~appliances~~, mechanical, structural and other inspections  
184 made by a person who specializes in and holds an occupational license (if required by law) to conduct such inspections or  
185 who holds a Florida license to repair and maintain the items inspected ("Professional Inspector"). All written reports of  
186 Buyer's inspections, together with the estimated cost of repairs and treatments, shall be delivered to Seller or Seller's  
187 Authorized Representative within \_\_\_\_\_ business days (fifteen (15) business days if this blank is not filled in) after the  
188 Effective Date except any wood destroying organism inspection report shall be delivered not later than fifteen (15) business  
189 days prior to the Closing Date. If such reports and estimates are not delivered within the stated time, Buyer is deemed to have  
190 accepted the Property "As Is."

191 15.1 DISPUTES: If Seller disagrees with Buyer's inspection reports, Seller shall have the right to have inspections of the  
192 disputed items made at Seller's expense by Professional Inspectors. All written reports of Seller's inspections together with  
193 the estimated cost of repairs and treatments, shall be delivered to Buyer or Buyer's Authorized Representative within  
194 five (5) business days from the date Seller receives Buyer's report. If Buyer's and Seller's inspection reports do not  
195 agree, Buyer and Seller shall agree on a third Professional Inspector, whose report shall be binding. The cost of the third  
196 Professional Inspector shall be paid equally by Buyer and Seller.

197 15.2 DEFECTS: If inspections reveal functional defects, code violations, open building permits, ~~the existence of radon~~,  
198 mold, hazardous substances, environmental pollution, or wood destroying organism infestation or damage, the cost of  
199 correction, treatment and repair shall be at the expense of Seller and shall be performed in a workmanlike manner.

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201 ~~15.2.1 WOOD DESTROYING ORGANISMS: Wood destroying organisms means arthropod or plant life which~~  
202 ~~damages and can reinfest seasoned wood in a structure, namely: termites, powder-post beetles, oldhouse borers, wood-~~  
203 ~~decaying fungi.~~

204 ~~15.2.1.1 TREATMENT: Seller shall have the Property treated and any tenting removed at least two (2) business days before~~  
205 ~~the Closing Date by a licensed pest control company if required to obtain a clear wood destroying organisms report.~~

206 ~~15.2.1.2 WOOD DAMAGE: Seller shall repair at least two (2) business days before the Closing Date all wood damage~~  
207 ~~required to obtain a clear wood destroying organisms report.~~

208 ~~15.2.2 EXCLUSIONS:~~

209 ~~15.2.2.1 AGE AND AESTHETIC DEFECTS: Age alone is not a functional defect nor are aesthetic defects which~~  
210 ~~include: cracked or broken roof tiles; pitted marcite; missing or torn window screens or screen doors (excluding pool or~~  
211 ~~patio screen enclosures); fogged windows; tears, worn spots and discoloration of floor coverings, wallpapers, window~~  
212 ~~treatments; nail holes; scratches, dents, scrapes, chips and caulking in ceilings, walls, flooring, tile, fixtures, mirrors; and~~  
213 ~~minor cracks in floor tiles, windows, driveways, sidewalks, pool decks, garage and patio floors.~~

214 ~~15.2.2.2 CODE: Seller is not obligated to bring any item into compliance with existing building code regulations if such~~  
215 ~~item complied with the building code or was granted a certificate of occupancy at the time it was constructed.~~

216 ~~15.2.2.3 FENCES AND UTILITY BUILDINGS: Wood destroying organism infestation or damage in fences or utility~~  
217 ~~structures more than three (3) feet from any residential structure is not a defect.~~

218 ~~15.2.2.4 EXISTING WOOD DESTROYING ORGANISMS WARRANTY: Seller is not obligated to treat the Property~~  
219 ~~if all of the following apply: 1) there is no visible live infestation and 2) the Property has been previously treated and 3)~~  
220 ~~assignment at closing from Seller to Buyer of a current full-treatment warranty that has at least twelve (12) months to~~  
221 ~~run is accepted by the warrantor and 4) Buyer's lender (if any) is willing to close with the above.~~

222  
223 ~~15.3 LIMITATION: If the cost of repairs and treatments exceeds~~  
224 ~~(two percent (2%) of the Purchase Price if this blank is not filled in), Buyer or Seller may elect to pay the excess, failing~~  
225 ~~which, either party may terminate this Contract by delivery of written notice to the other party or his Authorized~~  
226 ~~Representative and deposits shall be returned to Buyer and all parties shall be released from all further obligations~~  
227 ~~herein.~~

228 ~~15.4 COMPLETION DATE AND ESCROW FOR REPAIRS: Seller shall complete all corrections, treatments and repairs at~~  
229 ~~least two (2) business days before the Closing Date and, if not, sufficient funds shall be escrowed at closing to effect such~~  
230 ~~corrections, treatments and repairs, unless prohibited by Buyer's lender. Funds equal to 150% of the maximum estimate for~~  
231 ~~corrections, treatments and repairs as set forth in the inspection reports shall be deemed sufficient funds.~~

232 ~~15.5 WALK THROUGH INSPECTION: Buyer is entitled to a walk through inspection immediately prior to closing to~~  
233 ~~verify compliance with this section and to verify that no functional defects have occurred subsequent to the inspections.~~  
234 ~~All appliances and machinery included in this sale shall be in working order at closing~~

235 ~~15.6 UTILITIES: Seller shall provide utility services for all inspections including walk-thru inspections and until~~  
236 ~~closing is completed. All parties and their Authorized Representatives shall be given reasonable prior notice of all~~  
237 ~~inspections and shall have the right to be present at all inspections.~~

238 ~~15.7 MAINTENANCE: Between the Effective Date and the closing, Seller shall maintain the Property, including but not~~  
239 ~~limited to the lawn, shrubbery and pool in the same condition as it was on the Effective Date, ordinary wear and tear~~  
240 ~~excepted. Seller shall vacate the Property and remove all furniture and personal items not included in this sale and leave~~  
241 ~~the Property in a clean, broom-swept condition before the time set for closing.~~

242 ~~16. ENVIRONMENTAL CONDITION: Seller represents that Seller is not aware of any prior or existing environmental~~  
243 ~~condition, situation or incident on, at, or concerning the Property or any adjacent property that may give rise as against~~  
244 ~~Seller or the Property to an action or to liability under any law, rule, ordinance or common law theory.~~

245 ~~17. INSURANCE: If insurance cannot be obtained because of tropical storm activity, either party may delay closing~~  
246 ~~until tropical storm activity no longer prevents acquisition of insurance.~~

247 ~~18. SERVICE CONTRACTS: Buyer may accept or reject continuation of service contracts, provided they are~~  
248 ~~assignable to Buyer. If accepted, the cost shall be prorated. Any transfer fee shall be paid by Buyer.~~

249 ~~19. INGRESS AND EGRESS: Seller warrants there is ingress and egress to the Real Property over public or private~~  
250 ~~roads or easements.~~

251 ~~20. LEASES: Unless indicated under Special Clauses, at closing there shall be no lease or right of occupancy~~  
252 ~~encumbering the Real Property. If this Contract is subject to leases or rights of occupancy which will continue after~~  
253 ~~closing, Seller shall, ten (10) business days prior to the Closing Date, furnish to Buyer copies of all written leases or~~

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255 written rights of occupancy and estoppel letters from each tenant specifying the nature and duration of said tenant's  
256 occupancy, rental rate, prepaid rents or security deposits paid by tenant. If Seller is unable to obtain estoppel letters from  
257 tenants, the same information may be furnished by Seller to Buyer in the form of a Seller's affidavit. Advance rents  
258 shall be prorated and deposits credited to Buyer at closing.  
259 21. SELLER'S AFFIDAVIT: Seller shall furnish to Buyer at closing an affidavit attesting to the absence of any financing  
260 statements, claims of lien or potential lienors known to Seller. If the Real Property has been improved within ninety (90)  
261 calendar days prior to closing, Seller shall deliver to Buyer an affidavit setting forth names and addresses of all contractors,  
262 subcontractors, suppliers and materialmen and stating that all bills for work on the Real Property have been paid. Buyer may  
263 require releases of all such potential liens. The affidavit shall state that there are no matters pending against Seller that could  
264 give rise to a lien that would attach to the Property between the disbursing of the closing funds and the recording of the  
265 instrument of conveyance and that Seller has not, and will not, execute any instrument that could adversely affect title to the  
266 Property.  
267 22. DOCUMENTS FOR CLOSING: If applicable, Seller shall cause to be prepared and provided a deed, ~~purchase~~  
268 ~~money mortgage and note, assignment of leases, bill of sale, Seller's affidavits, FIRPTA affidavit, survey or affidavit~~  
269 regarding coastal construction control line, F.S. 161.57, and any corrective instruments that may be required in  
270 connection with perfecting the title. Buyer's closing agent shall prepare the closing statement.  
271 23. EXPENSES: Abstracting prior to closing, governmental lien searches, cost of obtaining payoff and estoppel letters, state  
272 documentary stamps on the deed and the cost of recording any corrective instruments shall be paid by Seller. ~~Intangible~~  
273 ~~personal property taxes and documentary stamps to be affixed to the purchase money mortgage or required on any mortgage~~  
274 ~~modification, the cost of recording the deed and purchase money mortgage and documentary stamps and recording costs~~  
275 ~~assessed in connection with assumption of any existing mortgage shall be paid by Buyer.~~  
276 24. PRORATION: Taxes, insurance, assumed interest, utilities, rents and other expenses and revenue of the Property shall be  
277 prorated through the day prior to closing. Taxes shall be prorated on the current year's tax, if available. If the closing occurs  
278 when the current year's taxes are not available, and the current year's assessment is available, taxes will be prorated based  
279 upon such assessment and the prior year's millage. If the current year's assessment is not available, then taxes will be prorated  
280 on the prior year's tax; provided, if there are completed improvements on the Property by January 1st of the year of closing  
281 and these improvements were not in existence on January 1st of the prior year, then the taxes shall be prorated through the  
282 day prior to closing based upon the prior year's millage and at an equitable assessment to be agreed upon between the parties,  
283 failing which, requests will be made to the county tax assessor for an informal assessment taking into consideration the  
284 improvements. Any tax proration based on an estimate may, at the request of either party, be subsequently readjusted upon  
285 receipt of the tax bill. All such prorations whether based on actual tax or estimated tax will make appropriate allowance for  
286 the maximum allowable discount and for homestead or other exemptions if allowed for the current year. The provisions in this  
287 paragraph shall survive the closing.  
288 25. SPECIAL ASSESSMENT LIENS: Certified, confirmed and ratified governmental special assessment liens as of the  
289 Effective Date are to be paid by Seller. Pending liens as of the Effective Date shall be assumed by Buyer. The provisions in  
290 this paragraph shall survive the closing.  
291 26. PLACE OF CLOSING: Closing shall be held at the office of the Buyer's closing agent if located within the county where  
292 the Real Property is located, and if not, then at the office of Seller's closing agent if located within the county where the Real  
293 Property is located, and if not, then at such place as mutually agreed upon. If a portion of the Purchase Price is to be derived  
294 from institutional financing, the requirements of the lender as to place, time and procedures for closing shall control,  
295 notwithstanding anything in this Contract to the contrary.  
296 27. PROCEEDS OF SALE AND CLOSING PROCEDURE: The deed shall be recorded and evidence of the title continued at  
297 Buyer's expense to show title in Buyer without any encumbrances or changes which would render Seller's title unmarketable  
298 from the date of the last evidence, and the cash proceeds of sale may be held in escrow by Seller's attorney or by such other  
299 escrow agent as may be mutually agreed upon for a period of not longer than ten (10) business days. If Seller's title is  
300 rendered unmarketable, Buyer's closing agent shall, within said ten (10) day period, notify Seller in writing of the defect, and  
301 Seller shall have thirty (30) business days from receipt of such notice to cure the defect and shall use best efforts to do so. If  
302 Seller fails to timely cure the defect, all monies paid by Buyer shall, upon written demand and within five (5) business days  
303 thereafter, be returned to Buyer, and simultaneously with such repayment Buyer shall vacate the Property and reconvey the  
304 Property to Seller by special warranty deed. If Buyer fails to make timely demand for refund, he shall take title "As Is"  
305 waiving all rights against Seller as to such intervening defect except such rights as may be available to Buyer by virtue of  
306 warranties contained in the deed. Notwithstanding the above, if title insurance is available, at standard rates insuring  
307 Buyer as to any title defects arising between the effective date of the title commitment and the recording of Buyer's  
308 deed, the proceeds of sale shall be disbursed to Seller at closing. The provisions of this paragraph shall survive the  
309 closing.

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311 27.1 All payments including loan proceeds shall be made in U.S. funds in the form of a wire transfer, certified check,  
312 cashiers check, bank check, official check, treasurer's check, money order or equivalent instrument issued by a bank,  
313 savings and loan association, or credit union which must have at least one branch in the county where the Real Property  
314 is located.

315 27.2 Possession and occupancy will be delivered to Buyer at closing and funding.

316 ~~27.3 The Broker's professional service fee shall be disbursed simultaneously with Seller's closing proceeds.~~

317 ~~28. ESCROW DEPOSITS: The provisions of this Section 28 shall survive the termination or closing of this Contract.~~

318 28.1 The Escrow Agent agrees to promptly deposit, retain, and disburse all deposits in accordance with the terms of this  
319 Contract or as may be directed in writing by Seller and Buyer or as may be directed by a court of competent jurisdiction.

320 28.2 If the Escrow Agent is in doubt as to his duties, Escrow Agent shall retain the deposits until Seller and Buyer  
321 collectively agree in writing to the disposition thereof or until a court of competent jurisdiction has adjudicated the rights  
322 of Seller and Buyer.

323 28.3 If the Escrow Agent is a licensed real estate broker, Escrow Agent shall comply with the provisions of  
324 Chapter 475, Florida Statutes, as may be amended from time to time and with any regulations promulgated by the  
325 Department of Business and Professional Regulation pertaining to the duties and responsibilities of licensed real  
326 estate brokers.

327 28.4 Any suit between Buyer and Seller where Escrow Agent is made a party because of acting as Escrow Agent,  
328 or in any suit where Escrow Agent interpleads the deposits, Escrow Agent shall recover reasonable attorney's fees  
329 and costs from the deposits; as between Buyer and Seller, such fees and costs shall be charged and assessed against  
330 the non-prevailing party.

331 28.5 The parties agree that Escrow Agent shall not be liable to any party or person for misdelivery to Buyer or Seller of  
332 the deposits, unless such misdelivery is due to willful breach of Contract or gross negligence of Escrow Agent.

333 29. RISK OF LOSS: If the improvements are damaged by fire or other casualty before delivery of the deed and can be  
334 restored to substantially the same condition as existing on the Effective Date within a period of sixty (60) business days,  
335 Seller may restore the improvements and the Closing Date and date of delivery of possession shall be extended  
336 accordingly. If Seller fails to do so, Buyer shall have the option of: 1) taking the Property "As Is" together with  
337 insurance proceeds, if any, or 2) terminating this Contract by delivery of written notice to Seller or his Authorized  
338 Representative and deposits shall be returned to Buyer and all parties shall be released from all further obligations herein.

339 30. ASSIGNMENT: This Contract is not assignable without the specific written consent of Seller if new mortgage  
340 financing or an assumption of an existing mortgage is a contingency.

341 31. ATTORNEY FEES AND COSTS: In connection with any arbitration or litigation arising out of this Contract,  
342 the prevailing party, whether Buyer, Seller or Broker shall be entitled to recover all costs incurred including  
343 attorney's fees and legal assistant fees for services rendered in connection therewith, including appellate  
344 proceedings and postjudgment proceedings. The provisions in this paragraph shall survive the termination or  
345 closing of this Contract.

346 32. DEFAULT: If either party defaults, the rights of the non-defaulting party and the Broker(s) shall be as provided  
347 herein and such rights shall be deemed to be the sole and exclusive rights in such event. The provisions of this Section  
348 shall survive the termination of this Contract.

349 32.1 BUYER DEFAULT: If Buyer fails to perform any of the covenants of this Contract, all money paid or to be paid  
350 as deposits by Buyer pursuant to this Contract shall be retained by or for the account of Seller as consideration for the  
351 execution of this Contract and as liquidated damages and in full settlement of any claims for damages and specific  
352 performance by Seller against Buyer.

353 32.2 SELLER DEFAULT: If Seller fails to perform any of the covenants of this Contract, all money paid or  
354 deposited by Buyer pursuant to this Contract shall be returned to Buyer upon demand, or Buyer shall have the right  
355 of specific performance. In addition, Seller shall immediately pay to Brokers the full professional service fee  
356 provided for in this Contract or separate listing contract.

357 32.3 MEDIATION: Any controversy or claim between Buyer and Seller arising out of, or relating to this Contract  
358 or a breach thereof may be submitted to mediation prior to arbitration or litigation. The mediator's fees shall be  
359 paid equally by the parties of the mediation. Any of the above proceedings shall be brought in the county where the  
360 Real Property is located and shall be conducted pursuant to Florida Statutes relating to mediation, arbitration or  
361 litigation.



362 Property Address: 1311 CITRUS ISLE, FORT LAUDERDALE, FL 33315

363 33. CONTRACT NOT RECORDABLE AND PERSONS BOUND: The benefits and obligations of the covenants  
364 herein shall inure to and bind the respective heirs, representatives, successors and assigns (when assignment is  
365 permitted) of the parties hereto. Neither this Contract nor any notice shall be recorded in any public records.

366 34. SURVIVAL OF COVENANTS: No provision, covenant or warranty of this Contract shall survive the closing  
367 except as expressly provided herein and except express representations and warranties contained herein.

368 ~~35. CONCURRENCY: No representation is made regarding the ability to change the current use of or to improve the~~  
369 ~~Property under the Local Government Comprehensive Planning and Land Development Regulation Act (Chapter 163 et~~  
370 ~~seq., Florida Statutes) or any comprehensive plan or other similar ordinance promulgated by controlling governmental~~  
371 ~~authorities in accordance with the Act.~~

372 36. FIRPTA: All parties are advised that the I.R.S. code requires Buyer to withhold ten percent (10%) of the Purchase  
373 Price for tax on sales by certain foreigners. The tax will be withheld unless affidavits of compliance with the I.R.S. code  
374 or an I.R.S. qualifying statement are provided to Buyer at closing. If this paragraph applies, Buyer and Seller agree  
375 to obtain and/or disclose their U.S. Social Security Number or Taxpayers Identification Number if required by the  
376 Closing Agent.

377 37. DISCLOSURES:

378 37.1 RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in  
379 sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that  
380 exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding  
381 radon and radon testing may be obtained from your county public health unit.

382 ~~37.2 MOLD: Mold and/or other microscopic organisms may exist at the Property and such microscopic organisms~~  
383 ~~and/or mold may cause physical injuries, including but not limited to allergic and/or respiratory reactions or other~~  
384 ~~problems, particularly in persons with immune system problems, young children and/or elderly persons.~~

385 37.3 ENERGY-EFFICIENCY RATING: "In accordance with the Florida Building Energy-Efficiency Rating Act  
386 {Chapter 553, Part XI, F.S. (1993)}, the Buyer of Real Property with a building for occupancy located thereon is  
387 notified that the Buyer may have the building's energy-efficiency rating determined." Buyer acknowledges receipt  
388 of the "Florida Building Energy Efficiency Rating System" Disclosure.

389 37.4 FUTURE PROPERTY TAXES: The "Save Our Home" amendment of the Florida Constitution limits the  
390 increase in the tax assessed value of a homesteaded property until the title is transferred. In the year following the  
391 closing of this sale, the tax assessed value may change to its market value which may result in a tax amount  
392 significantly higher than this year's tax amount. Existence of (or loss of) homestead and other exemptions may also  
393 affect the new tax amount. Additional information may be obtained from the local Property Appraiser's office.

394 37.5 CLOSING COSTS: Buyer may be required to pay additional closing costs, including but not limited to:  
395 attorney's fees; casualty, hazard, windstorm and flood insurance premiums; title examination and closing service  
396 fees; taxes including property tax proration; recording costs; survey costs; courier fees; tax service fees;  
397 underwriting fees; document preparation fees; utility search fees; premiums for owner and mortgagee title  
398 insurance and endorsements; and costs associated with obtaining financing, such as: application fee, appraisal fee,  
399 credit report fee and points or assumption fee.

400 ~~37.6 SELECTION OF SERVICE PROVIDERS: If Broker gives Buyer or Seller referrals to professional persons,~~  
401 ~~service or product providers or vendors of any type, including, but not limited to: lending institutions, loan brokers,~~  
402 ~~attorneys, title insurers, escrow companies, inspectors, structural engineers, pest control companies, contractors and~~  
403 ~~home warranty companies ("Providers"), the referrals are given based on the following disclosures:~~

404 37.6.1 Buyer and Seller are free to select Providers other than those referred or recommended by Broker.

405 37.6.2 If Buyer or Seller instructs Broker to arrange for any Provider to perform services related to this Contract, Broker  
406 makes such arrangements only as Authorized Representative for the account of Buyer or Seller.

407 ~~37.6.3 Broker does not guarantee the performance of any Providers.~~

408 38. DISCLOSURE OF LATENT DEFECTS: Seller specifically acknowledges and understands that if Seller knows of  
409 latent defects (defects not readily observable) materially affecting the value of the Property, then Seller is under a duty  
410 to disclose these latent defects to Buyer. Seller represents that if Seller knows of latent defects, they are set forth in  
411 writing under Special Clauses below or have been separately disclosed by Seller to Buyer. Seller and Buyer agree to  
412 indemnify and hold harmless Broker from damages resulting from the inaccuracy of this information except to the extent  
413 Broker was aware of latent defects and did not disclose them to Buyer.

*EBD*



414 Property Address: 1311 CITRUS ISLE, FORT LAUDERDALE, FL 33315

415 ~~39. HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE SUMMARY: For all properties which are~~  
416 ~~not condominiums or cooperative apartments: The Homeowners' Association/Community Disclosure Summary is~~  
417 ~~incorporated into and made a part of this Contract. BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL~~  
418 ~~BUYER HAS RECEIVED AND READ THE DISCLOSURE SUMMARY.~~  
419 ~~IF THE DISCLOSURE SUMMARY REQUIRED BY SECTION 689.26, FLORIDA STATUTES, HAS NOT~~  
420 ~~BEEN PROVIDED TO THE PROSPECTIVE PURCHASER BEFORE EXECUTING THIS CONTRACT FOR~~  
421 ~~SALE, THIS CONTRACT IS VOIDABLE BY BUYER BY DELIVERING TO SELLER OR SELLER'S AGENT~~  
422 ~~WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 3 DAYS AFTER RECEIPT OF~~  
423 ~~THE DISCLOSURE SUMMARY OR PRIOR TO CLOSING, WHICHEVER OCCURS FIRST. ANY~~  
424 ~~PURPORTED WAIVER OF THIS VOIDABILITY RIGHT HAS NO EFFECT. BUYER'S RIGHT TO VOID~~  
425 ~~THIS CONTRACT SHALL TERMINATE AT CLOSING.~~

426 40. FINAL AGREEMENT: This Contract represents the final agreement of the parties and no agreements or  
427 representations unless incorporated into this Contract shall be binding on the parties. Typewritten provisions shall  
428 supersede printed provisions and handwritten provisions shall supersede typewritten and/or printed provisions. Such  
429 handwritten or typewritten provisions as are appropriate may be inserted on this form or attached as an addendum.  
430 Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall  
431 include all genders.

432 SPECIAL CLAUSES: SEE ADDENDUM

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458 ADDENDUM(S) ATTACHED: CHECK ALL THAT APPLY

- |  |   |
|--|---|
| 459 ( ) AS-IS Addendum                           | ( ) Homeowners' Assoc./Community Disclosure Summary |
| 460 ( ) Coastal Construction Control Line Waiver | ( ) Interest-Bearing Escrow Agreement               |
| 461 ( ) Condominium Addendum                     | ( ) Lead-Based Paint Disclosure                     |
| 462 ( ) FHA/VA Addendum                          | ( ) Option To Purchase Addendum                     |
| 463 ( ) FIRPTA Addendum                          | ( ) Seller's Disclosure                             |
| 464 ( ) Homeowners' Association Addendum         | ( ) Other: _____                                    |

ABD

465 Property Address: 1311 CITRUS ISLE, FORT LAUDERDALE, FL 33315

466 BUYER \_\_\_\_\_ Date \_\_\_\_\_ BUYER \_\_\_\_\_ Date \_\_\_\_\_

467 Printed Name \_\_\_\_\_ Printed Name \_\_\_\_\_

468 Social Security or Tax I.D. # \_\_\_\_\_ Social Security or Tax I.D. # \_\_\_\_\_

469 Address \_\_\_\_\_

470 Tele. #: ( ) \_\_\_\_\_ Fax #: ( ) \_\_\_\_\_ Tele. #: ( ) \_\_\_\_\_ Fax #: ( ) \_\_\_\_\_

471 E-Mail: \_\_\_\_\_ E-Mail: \_\_\_\_\_

472 DEPOSIT RECEIVED \_\_\_\_\_, 20 \_\_\_\_\_ to be held subject to this Contract; and to clearance.

473 Deposit Received By (print name): \_\_\_\_\_ (signature): \_\_\_\_\_

474 for delivery to Escrow Agent within one (1) business day \_\_\_\_\_

475 ACCEPTANCE OF CONTRACT & PROFESSIONAL SERVICE FEE: Seller hereby accepts this offer and recognizes \_\_\_\_\_

476 \_\_\_\_\_ as Listing Broker. Broker MLS ID # \_\_\_\_\_

477 Address: \_\_\_\_\_

478 Tele. # ( ) \_\_\_\_\_ Fax #: ( ) \_\_\_\_\_ Sales Associate \_\_\_\_\_

479 Sales Assoc. MLS ID#: \_\_\_\_\_ Sales Assoc. E-Mail: \_\_\_\_\_

480 and recognizes \_\_\_\_\_ as Selling Broker. Broker MLS ID # \_\_\_\_\_

481 Address: \_\_\_\_\_

482 Tele. # ( ) \_\_\_\_\_ Fax #: ( ) \_\_\_\_\_ Sales Associate \_\_\_\_\_

483 Sales Assoc. MLS ID#: \_\_\_\_\_ Sales Assoc. E-Mail: \_\_\_\_\_

484 (CHECK and COMPLETE THE ONE APPLICABLE)

485 ( ) IF A WRITTEN LISTING AGREEMENT IS CURRENTLY IN EFFECT: Seller agrees to pay Listing Broker named above

486 according to an existing, separate written professional fee agreement as per MLS # \_\_\_\_\_. If Buyer fails to perform

487 and deposits are retained, 50%, but not exceeding the professional fee, shall be equally divided between the Brokers as full

488 consideration for Brokers' services including costs expended by Brokers, and the balance shall be paid to Seller. OR

489 ( ) IF NO WRITTEN LISTING AGREEMENT IS CURRENTLY IN EFFECT: Seller shall pay Brokers named above, at closing,

490 from the proceeds of sale, a professional fee of \_\_\_\_\_ % of the Purchase Price and a transaction fee of \$ \_\_\_\_\_

491 for Brokers' services in effecting the sale by finding Buyer ready willing and able to purchase pursuant to the Contract. If Buyer

492 fails to perform and deposits are retained, 50%, but not exceeding the professional fee, shall be evenly divided between the Brokers

493 as full consideration for Brokers' services including costs expended by Brokers, and the balance shall be paid to Seller.

494 \_\_\_\_\_

495 SELLER \_\_\_\_\_ Date \_\_\_\_\_ SELLER \_\_\_\_\_ Date \_\_\_\_\_

496 Printed Name \_\_\_\_\_ Printed Name \_\_\_\_\_

497 Social Security or Tax I.D. # \_\_\_\_\_ Social Security or Tax I.D. # \_\_\_\_\_

498 Address \_\_\_\_\_

499 Tele. #: ( ) \_\_\_\_\_ Fax #: ( ) \_\_\_\_\_ Tele. #: ( ) \_\_\_\_\_ Fax #: ( ) \_\_\_\_\_

500 E-Mail: \_\_\_\_\_ E-Mail: \_\_\_\_\_

501 THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. If you do not fully understand this Contract, seek the advice

502 of an attorney prior to signing. If you desire legal or tax advice consult an appropriate professional. This form has been approved

503 by the Broward County Bar Association and the REALTOR® Association of Greater Fort Lauderdale, Inc. Approval does

504 not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a particular

505 transaction. Terms and conditions should be negotiated based upon the respective interests, objections and bargaining positions of

506 all parties.

200

**AS TO BUYER:**

WITNESSES

**CITY OF FORT LAUDERDALE** a Florida  
municipal corporation

\_\_\_\_\_

By: \_\_\_\_\_  
Dean J. Trantalis, Mayor

\_\_\_\_\_  
[Witness-print or type name]

\_\_\_\_\_

By: \_\_\_\_\_  
Christopher J. Lagerbloom, City Manager

\_\_\_\_\_  
[Witness-print or type name]

ATTEST

\_\_\_\_\_  
Jeffrey A. Modarelli, City Clerk

APPROVED AS TO FORM:  
Alain E. Boileau, Interim City Attorney

\_\_\_\_\_  
Robert B. Dunckel, Assistant City Attorney

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this \_\_\_\_\_, 2019, by **Dean J. Trantalis**, Mayor of the City of Fort Lauderdale. He is personally known to me 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:

\_\_\_\_\_  
Commission Number

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this \_\_\_\_\_, 2019, by **Christopher J. Lagerbloom**, City Manager of the City of Fort Lauderdale. He is personally known to me 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:

\_\_\_\_\_  
Commission Number

*ABD*

**AS TO SELLER**

**SUNTRUST BANK**, sole-Trustee of the Irvin  
Jack Mitchell Revocable Trust dated January  
16, 2014, as amended

WITNESSES

\_\_\_\_\_

By \_\_\_\_\_  
Andrea Garcia, Vice-President

\_\_\_\_\_  
[Witness-print or type name]

\_\_\_\_\_

\_\_\_\_\_  
[Witness-print or type name]

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by Andrea Garcia, Vice-President, **SunTrust Bank**, sole-Trustee of the Irvin Jack Mitchell Revocable Trust dated January 16, 2014, as amended. 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 Acknowledgment)

\_\_\_\_\_  
Name of Notary Typed, Printed or Stamped

My Commission Expires:

\_\_\_\_\_  
Commission Number

**EXHIBIT "1"**

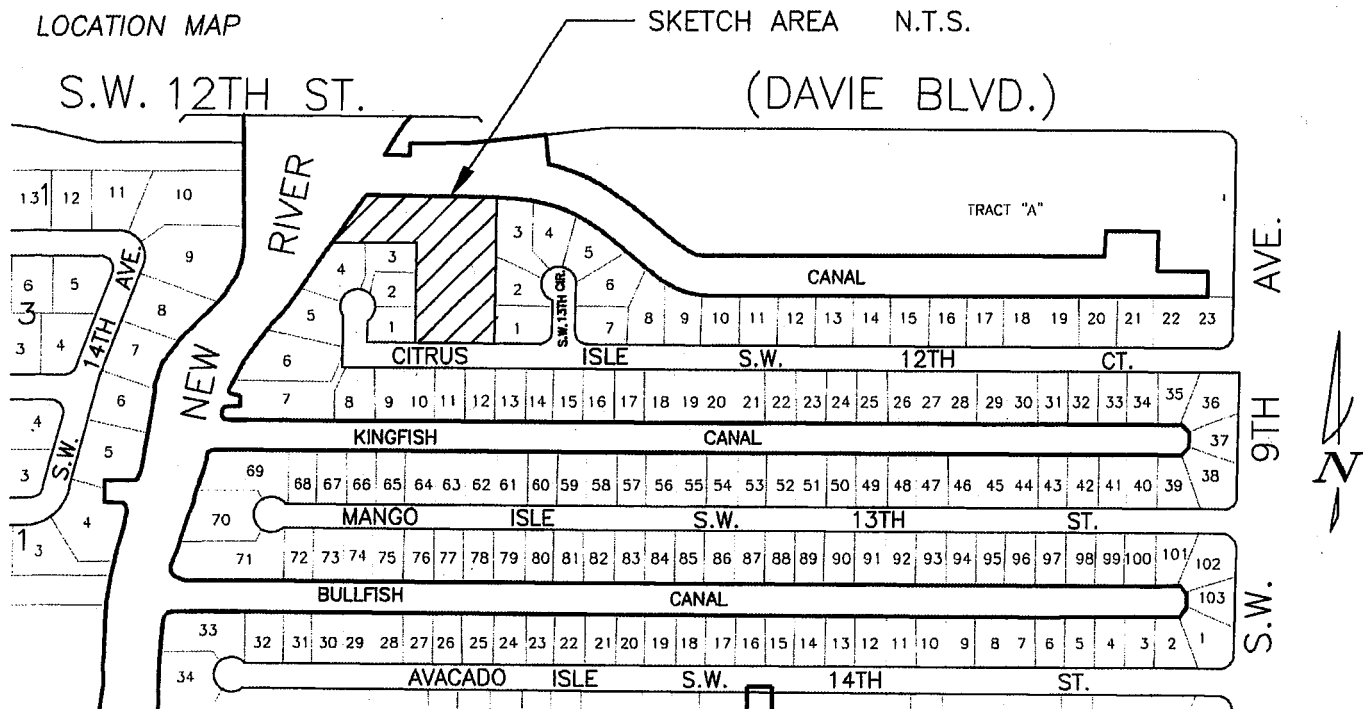
**SKETCH AND LEGAL DESCRIPTION OF PROPERTY**

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to be the initials 'BP' or similar.

# SKETCH AND DESCRIPTION

## EXHIBIT 1

THIS IS NOT A SURVEY



### DESCRIPTION:

PARCEL ONE: ALL OF LOT ONE (1) AS SHOWN BY THE REVISED PLAT OF MRS. E. F. MARSHALL'S SUBDIVISION OF A PORTION OF SECTION 16, TOWNSHIP 50 SOUTH, RANGE 42 EAST, AS RECORDED IN PLAT BOOK 1, PAGE 2 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, EXCEPTING THEREFROM THE EAST 1,487 FEET; AND ALSO EXCEPTING THEREFROM THE NORTH 187 FEET; CONTAINING 1.21 ACRES, MORE OR LESS; SAID LANDS LYING, SITUATE AND BEING IN THE STATE OF FLORIDA, COUNTY OF BROWARD, CITY OF FORT LAUDERDALE.

PARCEL TWO: THE NORTH EIGHT (8) FEET OF THAT CERTAIN ROAD RIGHT-OF-WAY RUNNING IN AN EAST-WEST DIRECTION AND LYING BETWEEN LOT ONE (1) AND THE UN-NUMBERED LOT MARKED "SOLD," LYING SOUTH OF SAID LOT ONE (1); AND ALSO THE EAST EIGHT (8) FEET OF THAT CERTAIN ROAD RIGHT-OF-WAY RUNNING IN A NORTH-SOUTH DIRECTION AND LYING BETWEEN LOT ONE (1) AND THE UN-NUMBERED LOT MARKED "SOLD" LYING WEST OF SAID LOT ONE (1); SAID LAND SHOWN BY THE REVISED PLAT OF MRS. E. F. MARSHALL'S SUBDIVISION OF A PORTION OF SECTION 16, TOWNSHIP 50 SOUTH, RANGE 42 EAST, AS RECORDED IN PLAT BOOK 1, PAGE 2, BROWARD COUNTY PUBLIC RECORDS; SAID LANDS LYING, SITUATE AND BEING IN THE STATE OF FLORIDA, COUNTY OF BROWARD AND CITY OF FORT LAUDERDALE.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA. CONTAINING 57,367 SQUARE FEET OR 1.3170+/- ACRES MORE OR LESS.

### NOTES:

- 1) BEARINGS ARE ASSUMED USING THE NORTH RIGHT OF WAY LINE OF SW 12 AVENUE BEING S 88°12'14" W.
- 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 RESTRICTIONS OF RECORD, IF ANY
- 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.

MAY 21, 2019

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

*Michael W. Donaldson*

SHEET 1 OF 2

CITY OF FORT LAUDERDALE		
1311 CITRUS ISLE		
PLAT BOOK 1, PAGE 2		
PORTION OF LOT 1		
EXHIBIT 1		
BY: M.D.	ENGINEERING	DATE: 5/21/19
CHK'D M.D.	DIVISION	SCALE: N.T.S.

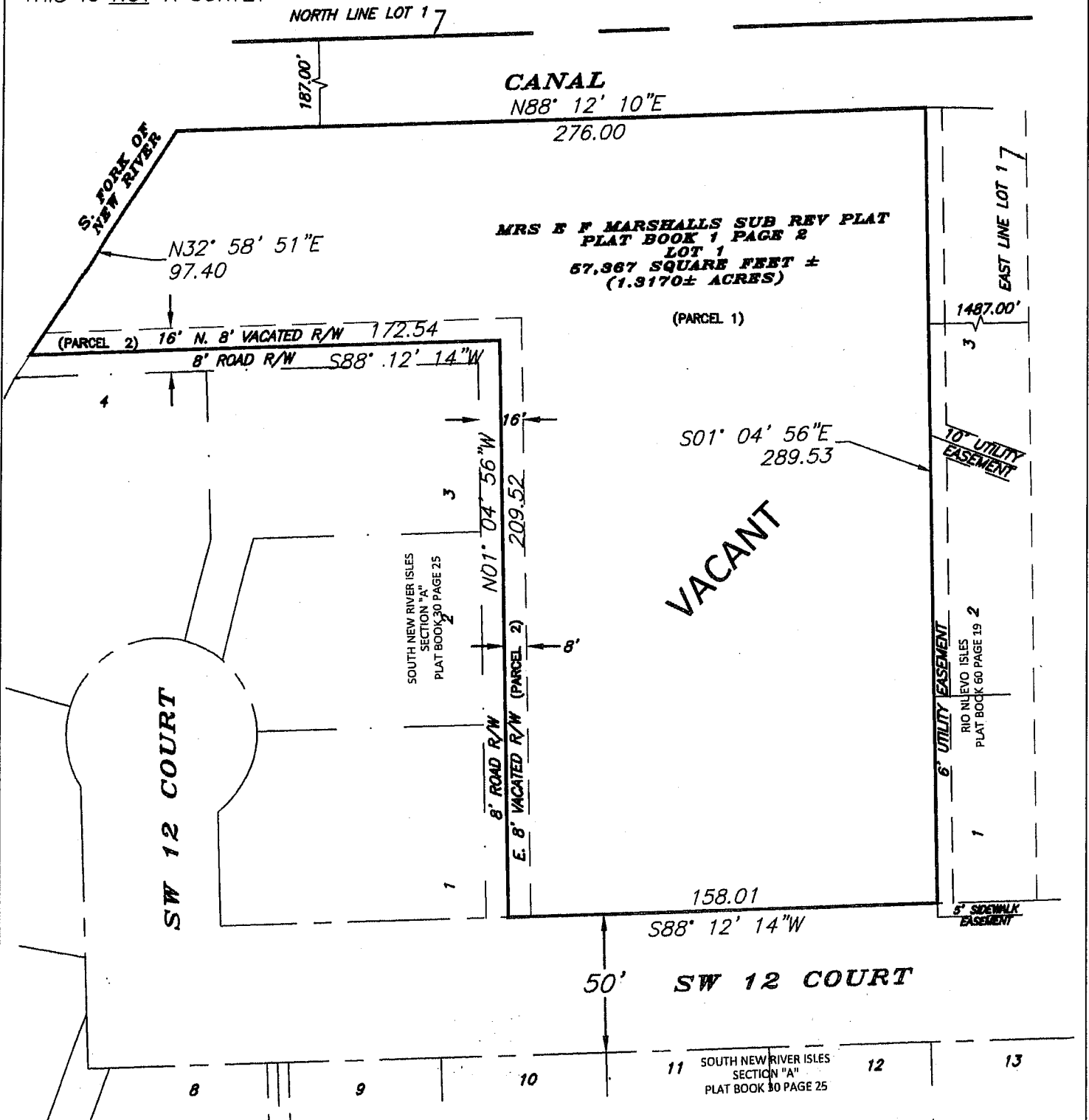
*Michael W. Donaldson*



# SKETCH AND DESCRIPTION

## EXHIBIT 1

THIS IS NOT A SURVEY



SHEET 2 OF 2

### LEGEND:

R/W DENOTES RIGHT OF WAY  
N.T.S. DENOTES NOT TO SCALE

CITY OF FORT LAUDERDALE		
1311 CITRUS ISLE		
PLAT BOOK 1, PAGE 2		
PORTION OF LOT 1		
EXHIBIT 1		
BY: M.D.	ENGINEERING	DATE: 5/21/19
CHK'D M.D.	DIVISION	SCALE: 1"=50'

200

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

**SELLER:** SUNTRUST BANK, as sole Trustee of the Irvin Jack Mitchell Revocable Trust dated January 16, 2014, as amended

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

**PROPERTY:** See Exhibit "1" attached hereto

Approximate Street Address: 1311 Citrus Isle  
Fort Lauderdale, FL 33315

Property ID# 5042 16 02 0020

(Hereinafter, "Property")

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

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

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

1.2 **Exhibits to Contract:**

**Exhibit "1"** Sketch and Description for Property  
**Exhibit "2"** Special Warranty Deed  
**Exhibit "3"** Declaration of Restrictive Covenants

2. **Closing Date.** This Contract shall be closed and the deed and possession of the Property no later than **sixty (60) days** after the Effective Date of this Contract, unless extended by other provisions of this Contract.

3. **Evidence of Title.** Buyer shall secure whatever evidence of title it elects at its own expense. Buyer shall have **twenty-one (21) days** from the date of receiving evidence of title to examine same. Conveyance of the Property shall be by Special Warranty Deed, except that conveyance of riparian rights appurtenant to the Property shall be conveyed by quit-claim.

3.1 **Conveyance.** Sellers' conveyance of title to the Property shall be by Statutory Warranty Deed, subject to (i) conditions, restrictions, limitations and easements of record acceptable to the City Attorney, but this provision shall not operate to re-impose the same; (ii) zoning and other governmental regulations; (iii) taxes for the calendar year 2019 and subsequent years; (iv) subject to any "Permitted Exceptions" acceptable to the City Attorney after examination of the evidence of title to the Property; and (v) Declaration of Restrictive Covenants as more particularly described in Paragraph 3.2 below. A copy of the Special Warranty Deed in substantial form is attached hereto as **Exhibit "2."**

3.2 **Declaration of Restrictive Covenants.** At Closing, a Declaration of Restrictive Covenants shall be affixed to the Special Warranty Deed. A copy of the Declaration of Restrictive Covenants in substantial form is attached hereto as **Exhibit "3."**

4. **Survey.** Buyer may have the Property surveyed within **twenty-one (21) days** after the Effective Date of this Contract. If the survey shows encroachment(s) on the Property or that improvements located on the Property encroach on easements, lands of others, or violate any restrictions, contract covenants or applicable governmental regulations, the same shall constitute a title defect, the time and procedure for curing such shall be in accordance with ¶ 10.3 ("Title Defects") of the Contract.

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

a. Buyer shall be provided a period ("Investigation Period") for investigation, testing and examination of the Property as set forth herein. The "Investigation Period" under this Contract shall be a period starting with the Effective Date of the Contract and ending **forty-five (45) days** thereafter. During the Investigation Period, Buyer shall have the absolute right, through its agents, service, employees and contractors, to enter upon the Property for the purpose of investigation, discovery, inspection and testing of the Property, including, without limitation soil testing and boring, environmental studies or any other testing Buyer determines to be necessary or appropriate in ¶ 15 ("Inspections, Repair and Maintenance") of the Contract. Seller agrees to cooperate, at no expense to Buyer, in regard to Buyer's efforts to obtain all relevant information respecting the investigation, discovery and testing, including providing to Buyer within ten (10) days of the Effective Date copies of any relevant documents within the possession of Seller or any of its agents.

b. In connection with such inspection, there shall be no soil tests or other invasive tests that can or may cause damage to the Property, unless Buyer has received Seller's prior written approval of such tests. All such entries shall be at the risk of Buyer; Seller shall have no liability, or any injuries sustained by Buyer or any of Buyer's agents or contractors. Buyer agrees to repair or restore promptly any damage to the Property caused by Buyer, its agents and contractors under this Paragraph. Upon completion of Buyer's investigations and tests, the Property will be restored to the same condition as existed before Buyer's entry upon the Property. In the event this Contract is terminated

without a closing upon and passing title, Buyer's obligations under this Paragraph shall survive termination of this Contract for a period of six (6) months.

6. **Extension of Time.** For good cause shown, any time or deadline referenced herein may be extended upon written agreement of the parties. Such written agreement on behalf of Buyer, may be executed by the City Manager or Deputy City Manager, and by the City Attorney or Assistant City Attorney.

7. **Right of Cancellation.** Buyer shall have the absolute and unqualified right to terminate and cancel this Contract by delivering written notice of such cancellation to Seller no later than 5:00 PM on the seventh (7<sup>th</sup>) day after the Investigation Period has elapsed. The right of cancellation may be exercised by Buyer and may be exercised upon the discovery of any condition determined to be unacceptable to Buyer. Such Notice of Cancellation on behalf of Buyer may be executed by the City Manager or Deputy City Manager and by the City Attorney or Assistant City Attorney

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

9. **Leases.** Conveyance of title to the Property shall be free of any leasehold interests located on the Property that is part of the sale of the Property.

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

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

12. **Destruction or Condemnation of Property.**

a. In the event that all or any portion of the Property is taken by 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 Notice.")

b. Within fifteen (15) days after receipt of the Condemnation, Buyer shall have the option of (i) taking the Property in "AS IS" condition, together with condemnation proceeds, if any, or (ii) terminating this Contract and Addendum by delivery of written notice to Seller, in which case the condemnation awards would go to the 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. As to the Buyer, the Buyer's City Manager or Deputy City Manager shall have the authority to execute any such instrument exercising the Buyer's rights under this ¶ 12 (b) of this Addendum.

c. In the event Buyer elects under subparagraph (b) (i) above to take the Property in "AS IS" condition, then Seller shall, upon Closing, assign to Buyer all

claims of Seller under or pursuant to any provisions of eminent domain law, as applicable, and all proceeds from any such condemnation awards received by Seller on account of any such condemnation.

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

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

b. **Enforceability.** This Contract constitutes a legal, valid and binding obligation of Seller enforceable against Seller in accordance with its terms except as limited by bankruptcy, insolvency, reorganization moratorium and other similar laws of general applicability relating to or affecting the enforcement of creditor's rights and general equitable principles.

c. **No Bankruptcy or Dissolution.** No "Bankruptcy/Dissolution Event" (as defined below) has occurred with respect to Seller. As used herein, a "Bankruptcy/Dissolution Event" means any of the following: (a) the commencement of a case under Title 11 of the U.S. Code, as now constituted or hereafter amended, or under any other applicable federal or state bankruptcy law or other similar law; (b) the appointment of a trustee or receiver of any property interest; (c) an assignment for the benefit of creditors; (d) an attachment, execution or other judicial seizure of a substantial property interest; (e) the taking of, failure to take, or submission to any action indicating an inability to meet its financial obligations as they accrue; or (f) a dissolution or liquidation, death or incapacity.

14. **Computation of Days.** In computing any period of time expressed in day(s) in this Contract, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. When the period of time prescribed or allowed is less than seven (7) days, intermediate Saturdays, Sundays, and legal holidays shall be excluded in the computation.

15. **Notice.**

(a) Whenever it is provided herein that notice, demand, request or other communication shall or may be given to, or served upon, either of the parties by the other, or either of the parties shall desire to give or serve upon the other any notice, demand, request or other communication with respect hereto or with respect to any matter set forth in this Contract, each such notice, demand, request or other communication shall be in writing and, any law or statute to the contrary notwithstanding, shall not be effective for any purpose unless the same shall be given by either mailing the same (i) by registered or certified mail, postage prepaid, return receipt requested, or (ii) an overnight air mail service such as Federal Express or similar carrier addressed to the party at the

address set forth below, or at such other address or addresses and to such other person or firm as Buyer or Seller may from time to time designate by notice as herein provided.

(b) All notices, demands, requests 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 the same shall be deposited with (i) the United States mail, postage prepaid, in the manner aforesaid, provided, or (ii) an overnight air mail service such as Federal Express or similar carrier.

**BUYER:** Christopher J. Lagerbloom, City Manager  
City of Fort Lauderdale  
100 North Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 828-5959  
E-mail: [CLagerbloom@fortlauderdale.gov](mailto:CLagerbloom@fortlauderdale.gov)

With a copy to: Phil Thornburg, Director of Parks and Recreation  
City of Fort Lauderdale  
1350 W. Broward Boulevard  
Fort Lauderdale, FL 33312  
E-mail: [PThornburg@fortlauderdale.gov](mailto:PThornburg@fortlauderdale.gov)

With a copy to: Luisa Agathon, Assistant to the City Manager  
City of Fort Lauderdale  
100 North Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 828-5271  
E-mail: [LAgathon@fortlauderdale.gov](mailto:LAgathon@fortlauderdale.gov)

With a copy to: Robert B. Dunckel, Assistant City Attorney  
City of Fort Lauderdale  
100 North Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 828-5040  
E-mail: [RDunckel@fortlauderdale.gov](mailto:RDunckel@fortlauderdale.gov)

**SELLER:** Pamela A. Fau, CTFA  
Senior Vice President and Regional Trust Advisor  
SunTrust Private Wealth Management  
Mail Code: FL-Boca Raton-1021  
One Town Center, Suite 200  
Boca Raton, FL 33486  
Tel: 561.362.3555  
Email: [Pam.A.Fau@SunTrust.com](mailto:Pam.A.Fau@SunTrust.com)

with a copy to:

Liza M. Siegle  
Maurer & Maurer  
4332 E. Tradewinds Avenue  
Lauderdale by the Sea, FL 33308  
Telephone: (954) 764-6655  
Email: [lsiegle@msn.com](mailto:lsiegle@msn.com)

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

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

**17. Brokers.** [This Section is intentionally deleted.]

**18. Proceeds of Sale.** All payments made by Buyer shall be made in the form of U.S. currency, trust account or escrow account check drawn on the account of the Title Insurance Agent or Attorney licensed to practice law in the State of Florida or wire transfer of funds or equivalent drawn on a financial institution with branches in Broward, Dade or Palm Beach County which must have at least one branch in the county where the Property is located.

**19. Seller's Option to Effectuate a Tax Free Exchange.** [This Section intentionally deleted.]

**20. Disclosure of Beneficial Interest(s).** [This Section intentionally deleted.]

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

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

**23. 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 (i) has been reviewed by it and its counsel; (ii) is the product of negotiations between the parties, and (iii) 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. Buyer's City Commission hereby delegates the authority to approve and execute amendments to this Contract by its City Manager or Deputy City Manager.

j. **Jurisdiction: Venue.** Each party hereby consents to the exclusive jurisdiction of any state or federal court located within the jurisdiction where the Property is located. Each party further consents and agrees that venue of any action instituted under this Contract shall be proper solely in the jurisdiction where the Property is located, and hereby waives any objection to such venue.

k. **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. **Tax Payment into Escrow with County Tax Collector.** In accordance with Fla. Stat. § 196.295 (1) (2019), Seller is required to place in escrow with the County Tax Collector an amount equal to the current taxes prorated to the date of the transfer of title.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

*RBP*

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

AS TO CITY (BUYER):

WITNESSES:

CITY OF FORT LAUDERDALE

\_\_\_\_\_  
[Witness type or print name]

By \_\_\_\_\_  
Dean J. Trantalis, Mayor

\_\_\_\_\_  
[Witness type or print name]

By \_\_\_\_\_  
Christopher J. Lagerbloom  
City Manager

ATTEST:

(CORPORATE SEAL)

\_\_\_\_\_  
Jeffrey A. Modarelli, City Clerk

APPROVED AS TO FORM:  
Alain E. Boileau, City Attorney

By: \_\_\_\_\_  
Robert B. Dunckel  
Assistant City Attorney

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this \_\_\_\_\_, 2019, by **Dean J. Trantalis**, Mayor of the CITY of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Name of Notary Typed, Printed or Stamped

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Commission Number

*RLD*

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this \_\_\_\_\_, 2019, by **Christopher J. Lagerbloom**, CITY Manager of the CITY of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)

Notary Public, State of Florida

\_\_\_\_\_  
Name of Notary Typed, Printed or Stamped

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Commission Number

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*GLB*

**AS TO SELLER**

WITNESSES:

**SUNTRUST BANK, as sole Trustee of the  
Irvin Jack Mitchell Revocable Trust dated  
January 16, 2014, as amended;**

\_\_\_\_\_  
(Signature)

Printed Name: \_\_\_\_\_

By: \_\_\_\_\_

Andrea Garcia, Vice-President

\_\_\_\_\_  
(Signature)

Printed Name: \_\_\_\_\_

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by Andrea Garcia, Vice-President, SUNTRUST BANK, as sole Trustee of the Irvin Jack Mitchell Revocable Trust dated January 16, 2014, as amended. She is personally known to me or has produced \_\_\_\_\_ as identification and 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: \_\_\_\_\_

\_\_\_\_\_  
Commission Number

*ZBP*

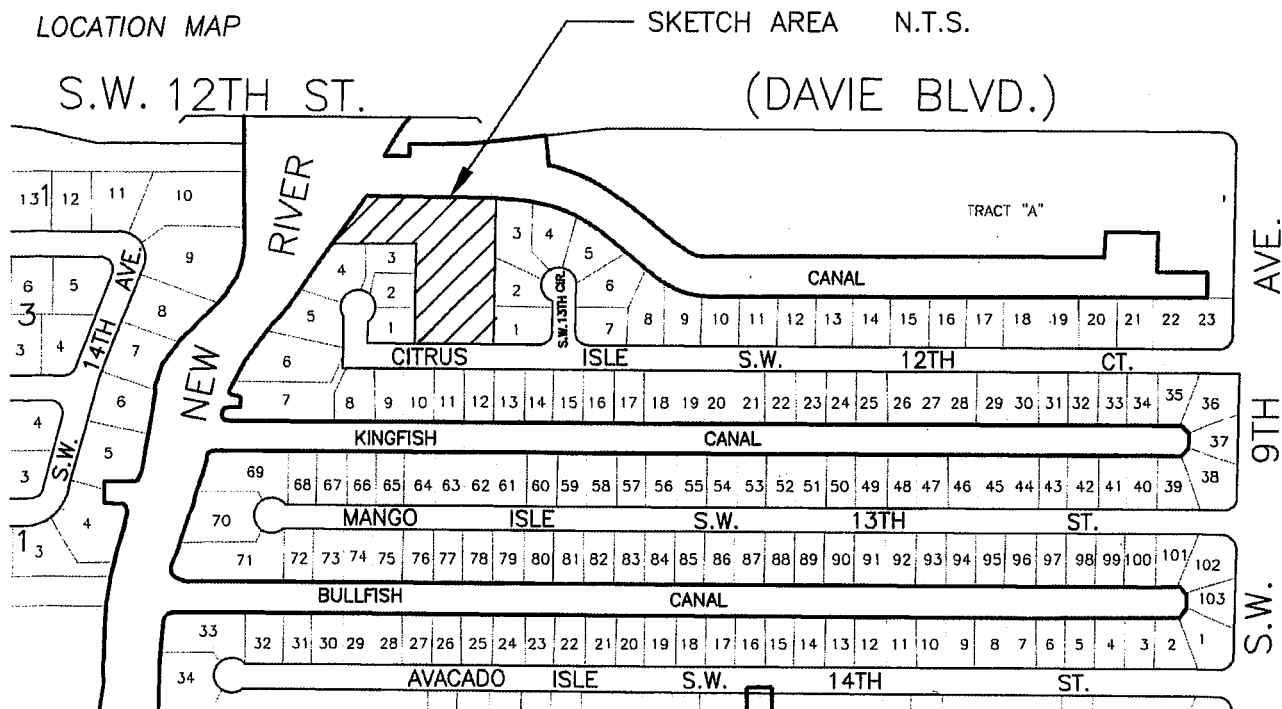
**EXHIBIT "1"**

**SKETCH AND LEGAL DESCRIPTION OF PROPERTY**

# SKETCH AND DESCRIPTION

## EXHIBIT 1

THIS IS NOT A SURVEY



### DESCRIPTION:

PARCEL ONE: ALL OF LOT ONE (1) AS SHOWN BY THE REVISED PLAT OF MRS. E. F. MARSHALL'S SUBDIVISION OF A PORTION OF SECTION 16, TOWNSHIP 50 SOUTH, RANGE 42 EAST, AS RECORDED IN PLAT BOOK 1, PAGE 2 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, EXCEPTING THEREFROM THE EAST 1,487 FEET; AND ALSO EXCEPTING THEREFROM THE NORTH 187 FEET; CONTAINING 1.21 ACRES, MORE OR LESS; SAID LANDS LYING, SITUATE AND BEING IN THE STATE OF FLORIDA, COUNTY OF BROWARD, CITY OF FORT LAUDERDALE.

PARCEL TWO: THE NORTH EIGHT (8) FEET OF THAT CERTAIN ROAD RIGHT-OF-WAY RUNNING IN AN EAST-WEST DIRECTION AND LYING BETWEEN LOT ONE (1) AND THE UN-NUMBERED LOT MARKED "SOLD," LYING SOUTH OF SAID LOT ONE (1); AND ALSO THE EAST EIGHT (8) FEET OF THAT CERTAIN ROAD RIGHT-OF-WAY RUNNING IN A NORTH-SOUTH DIRECTION AND LYING BETWEEN LOT ONE (1) AND THE UN-NUMBERED LOT MARKED "SOLD" LYING WEST OF SAID LOT ONE (1); SAID LAND SHOWN BY THE REVISED PLAT OF MRS. E. F. MARSHALL'S SUBDIVISION OF A PORTION OF SECTION 16, TOWNSHIP 50 SOUTH, RANGE 42 EAST, AS RECORDED IN PLAT BOOK 1, PAGE 2, BROWARD COUNTY PUBLIC RECORDS; SAID LANDS LYING, SITUATE AND BEING IN THE STATE OF FLORIDA, COUNTY OF BROWARD AND CITY OF FORT LAUDERDALE.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA. CONTAINING 57,367 SQUARE FEET OR 1.3170+/- ACRES MORE OR LESS.

### NOTES:

- 1) BEARINGS ARE ASSUMED USING THE NORTH RIGHT OF WAY LINE OF SW 12 AVENUE BEING S 88°12'14" W.
- 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 RESTRICTIONS OF RECORD, IF ANY
- 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.

MAY 21, 2019

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

*Michael W. Donaldson*

SHEET 1 OF 2

CITY OF FORT LAUDERDALE

1311 CITRUS ISLE

PLAT BOOK 1, PAGE 2  
PORTION OF LOT 1  
EXHIBIT 1

BY: M.D.

CHK'D M.D.

ENGINEERING  
DIVISION

DATE: 5/21/19

SCALE: N.T.S.

*ABD*



THIS IS NOT A SURVEY



SHEET 2 OF 2

1311 CITRUS ISLE  
PLAT BOOK 1, PAGE 2  
PORTION OF LOT 1  
EXHIBIT 1

SCALE: 1"=50'

BBF

**EXHIBIT "2"**

**SPECIAL WARRANTY DEED**

QBP

Prepared by and return to:

Robert B. Dunkel, Esq.  
Assistant City Attorney  
City of Fort Lauderdale  
100 North Andrews Avenue  
Fort Lauderdale, FL 33301

Broward County Property Appraiser's  
Identification # 5042 16 02 0020

### **SPECIAL WARRANTY DEED**

This Special Warranty Deed is made and effective as of the \_\_\_\_ day of \_\_\_\_\_, 2019 by

**SUNTRUST BANK, AS SOLE TRUSTEE of the Irvin Jack Mitchell Revocable Trust, dated January 16, 2014, as amended, joined by CONSTANCE JOYCE MITCHELL, spouse of Irvin Jack Mitchell (collectively, the "Grantor"),**

and

**CITY OF FORT LAUDERDALE, a Florida municipal corporation, 100 North Andrews Avenue, Fort Lauderdale, FL 33301 (the "Grantee").**

Wherever used herein, the terms "Grantor" and "Grantee" shall include all of the parties to this instrument, their successors and assigns.

### **WITNESSETH:**

**Grantor**, for an in consideration of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained and sold, and by these presents does hereby grant, bargain and sell to **Grantee** the following described land lying, situate and being in Broward County, Florida (the "**Property**"), to wit:

**See Exhibit "1" attached hereto and made a part hereof.**

Together with all the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, provided however **Grantor** quit-claims, releases and remises unto **Grantee** the riparian rights appurtenant to the Property.

This conveyance is subject to (i) taxes and assessments for the year 2019 and all subsequent years; (ii) existing zoning and governmental regulations, if any, and (iii) covenants,

restrictions and public utility easements of record, if any, but this reference shall not operate to re-impose same; and (iv) Declaration of Restrictive Covenants attached hereto and incorporated herein as **Exhibit "2."**

To have and to hold the same in fee simple forever.

**Grantor** hereby covenants with **Grantee** that, at the time of the delivery of this deed, **Grantor** is lawfully seized of the Property in fee simple, that **Grantor** has good right and lawful authority to sell and convey the Property, that the Property is free from all encumbrances made by **Grantor** and that **Grantor** will warrant and defend the same against the lawful claims of all persons claiming by, through or under **Grantor**, but against none other, excepting therefrom the quit-claim, release and remise of riparian rights appurtenant to the Property.

**In witness whereof**, Grantor has hereunto set their hands and seals as of the day and year first above written.

L:\RBD\RealEstate\1311 Citrus Isle\Special Warrant Deed - Final Version.docx

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**GRANTOR**

WITNESSES:

**SUNTRUST BANK, as Sole-Trustee of the Irvin Jack Mitchell Revocable Trust dated January 16, 2014, as amended;**

\_\_\_\_\_  
(Signature)

Printed Name: \_\_\_\_\_

By: \_\_\_\_\_

Andrea Garcia, Vice-President

\_\_\_\_\_  
(Signature)

Printed Name: \_\_\_\_\_

STATE OF FLORIDA:

COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by Andrea Garcia, Vice-President, SUNTRUST BANK, as Sole-Trustee of the Irvin Jack Mitchell Revocable Trust dated January 16, 2014, as amended. She is personally known to me or has produced \_\_\_\_\_ as identification and 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: \_\_\_\_\_

\_\_\_\_\_  
Commission Number

*QBD*

**GRANTOR**

WITNESSES:

**CONSTANCE JOYCE MITCHELL as Spouse  
of Irvin Jack Mitchell**

\_\_\_\_\_  
(Signature)

Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
**CONSTANCE JOYCE MITCHELL**

\_\_\_\_\_  
(Signature)

Printed Name: \_\_\_\_\_

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019,  
by CONSTANCE JOYCE MITCHELL, as spouse of Irvin Jack Mitchell. She is personally known to me  
or has produced \_\_\_\_\_ as identification and 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: \_\_\_\_\_

\_\_\_\_\_  
Commission Number

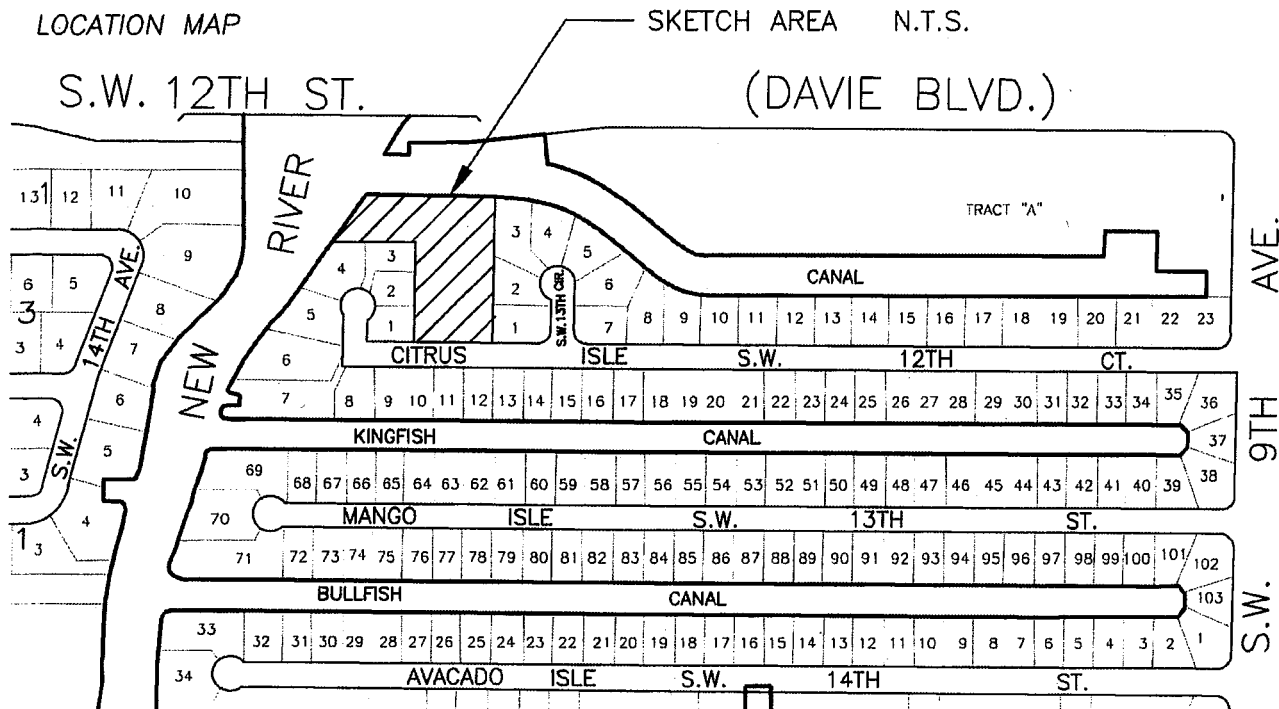
*CRB*

**EXHIBIT "1"**  
**SKETCH & LEGAL DESCRIPTION OF PROPERTY**

# SKETCH AND DESCRIPTION

## EXHIBIT 1

THIS IS NOT A SURVEY



### DESCRIPTION:

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PARCEL TWO: THE NORTH EIGHT (8) FEET OF THAT CERTAIN ROAD RIGHT-OF-WAY RUNNING IN AN EAST-WEST DIRECTION AND LYING BETWEEN LOT ONE (1) AND THE UN-NUMBERED LOT MARKED "SOLD," LYING SOUTH OF SAID LOT ONE (1); AND ALSO THE EAST EIGHT (8) FEET OF THAT CERTAIN ROAD RIGHT-OF-WAY RUNNING IN A NORTH-SOUTH DIRECTION AND LYING BETWEEN LOT ONE (1) AND THE UN-NUMBERED LOT MARKED "SOLD" LYING WEST OF SAID LOT ONE (1); SAID LAND SHOWN BY THE REVISED PLAT OF MRS. E. F. MARSHALL'S SUBDIVISION OF A PORTION OF SECTION 16, TOWNSHIP 50 SOUTH, RANGE 42 EAST, AS RECORDED IN PLAT BOOK 1, PAGE 2, BROWARD COUNTY PUBLIC RECORDS; SAID LANDS LYING, SITUATE AND BEING IN THE STATE OF FLORIDA, COUNTY OF BROWARD AND CITY OF FORT LAUDERDALE.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA. CONTAINING 57,367 SQUARE FEET OR 1.3170+/- ACRES MORE OR LESS.

### NOTES:

- 1) BEARINGS ARE ASSUMED USING THE NORTH RIGHT OF WAY LINE OF SW 12 AVENUE BEING S 88°12'14" W.
- 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 RESTRICTIONS OF RECORD, IF ANY
- 4) THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SHEET 1 OF 2

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

MAY 21, 2019

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

*Michael W. Donaldson*

CITY OF FORT LAUDERDALE		
1311 CITRUS ISLE		
PLAT BOOK 1, PAGE 2		
PORTION OF LOT 1		
EXHIBIT 1		
BY: M.D.	ENGINEERING	DATE: 5/21/19
CHK'D M.D.	DIVISION	SCALE: N.T.S.

*2019*



THIS IS NOT A SURVEY



SHEET 2 OF 2

1311 CITRUS ISLE

PLAT BOOK 1 PAGE 2  
PORTION OF LOT 1  
EXHIBIT 1

BY: M.D.

ENGINEERING  
DIVISION

DATE: 5/21/19

CHK'D M.D.

SCALE: 1"=50'

**EXHIBIT "2"**  
**DECLARATION OF RESTRICTIVE COVENANTS**

*Handwritten signature/initials*

Prepared by and return to

Robert B. Dunkel,  
Assistant City Attorney  
City of Fort Lauderdale  
100 North Andrews Avenue  
Fort Lauderdale, FL 33301

## DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS ("Declaration") dated this \_\_\_\_ day of \_\_\_\_\_, 2019, by **SUNTRUST BANK, as Sole-Trustee under the Irvin Jack Mitchell Revocable Trust dated January 16, 2014, as amended** (hereinafter, collectively "Declarant") in favor of **THE CITY OF FORT LAUDERDALE**, a Florida municipal corporation (hereinafter, "City").

### WITNESSETH:

WHEREAS, Declarant holds fee simple title to certain property within the corporate limits of the City containing 1.3170 acres, more or less,

See **Exhibit "1"** attached hereto and made a part hereof  
(hereinafter, "PARK PARCEL" or "PARK"); and

WHEREAS, Declarant and City have entered a Contract concerning the conveyance of the PARK PARCEL from Declarant, as Grantor, to City, as Grantee, pursuant to which the use of the PARK PARCEL is to be restricted in accordance with this Declaration;

NOW, THEREFORE, in consideration of the foregoing, the Declarant hereby agrees, covenants and declares as follows:

1. **Recitals.** The foregoing recitals and true and correct and are incorporated herein by reference.

2. **Conditions, restrictions and limitations of use.** Upon conveyance of the PARK PARCEL from Declarant to City, City shall operate and maintain the PARK PARCEL, as a passive park in a manner consistent with other passive parks owned and operated by the City, subject to the following conditions:

a. Park Hours shall be from 8:00 AM to sunset.



b. Low level lighting shall be permitted within the park at the parking area (jogging trail).

c. No principal buildings shall be constructed within the PARK, provided, however shade structures may be erected within the PARK.

d. The PARK shall be operated as a Passive Park with enhanced features such as trees and landscaping, benches, picnic tables, restroom facilities, walkways and trash receptacles and will not be used or programmed for organized sporting events.

e. Construction, use, maintenance and repair of a marginal dock located on the North boundary of the PARK on the canal for the use of vessels transporting park patrons to and from the PARK over the City's waterways shall be permitted but not required. No such dock shall be permitted on the West boundary of the PARK on the South Fork of New River

f. Any use of the PARK for commercial enterprises, festivals or special events shall be prohibited.

g. The PARK will not be leased, and the City will not issue any permits for gatherings of individuals or groups and no such gatherings shall be authorized.

h. Pets will not be permitted within the PARK, with the exception of licensed service animals.

i. No Bar-B-Q grills will be installed or used within the PARK at any time.

j. City shall provide no more than three (3) parking spaces for the PARK.

k. The PARK shall be known as the MITCHELL FAMILY PARK.

l. City shall maintain the PARK in a manner consistent with a high quality passive park. Such maintenance shall include, but shall not be limited to:

i. Adequate irrigation, fertilization and maintenance of all trees and landscape areas.

ii. Regular cleaning and maintenance of all parking facilities for the PARK.

iii. Regular trash collection.

3. **Term.** This Declaration shall be in effect for a term commencing with the conveyance of PARK PARCEL to the City and shall remain in effect in perpetuity.

4. **Amendment and Modification.** This Declaration may be modified, amended or released, in whole or in part, as to any portion of the PARK by a written instrument executed by the City, provided that the City's execution is authorized by a vote of four-fifths of the entire City Commission. Provided, however, the essential nature of the PARK as a Passive Park, as more particularly set forth in Paragraph 2 (d) above, shall not be subject to modification, amendment or release under this Paragraph 4.

5. **Severability.** Invalidation of any one of these covenants by judgment of a court of competent jurisdiction shall not affect any of the other provisions of this Declaration, which shall remain in full force and effect.

6. **Covenant Running with The Land.** Upon recordation, this instrument shall constitute a covenant running with the land and be binding upon the City, its successors and assigns.

7. **Effective Date.** This Declaration shall become effective upon its recordation in the Public Records of Broward County, Florida.

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

[THE BALANCE OF THIS PAGE REMAINS INTENTIONALLY BLANK.]

**DECLARANT**

WITNESSES:

**SUNTRUST BANK, as Sole-Trustee of the  
Irvin Jack Mitchell Revocable Trust dated  
January 16, 2014, as amended;**

\_\_\_\_\_  
(Signature)

Printed Name: \_\_\_\_\_

By: \_\_\_\_\_

Andrea Garcia, Vice-President

\_\_\_\_\_  
(Signature)

Printed Name: \_\_\_\_\_

STATE OF FLORIDA:

COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by Andrea Garcia, Vice-President, SUNTRUST BANK, as Sole-Trustee of the Irvin Jack Mitchell Revocable Trust dated January 16, 2014, as amended. She is personally known to me or has produced \_\_\_\_\_ as identification and 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: \_\_\_\_\_

\_\_\_\_\_  
Commission Number

*ABP*

**EXHIBIT "1"**

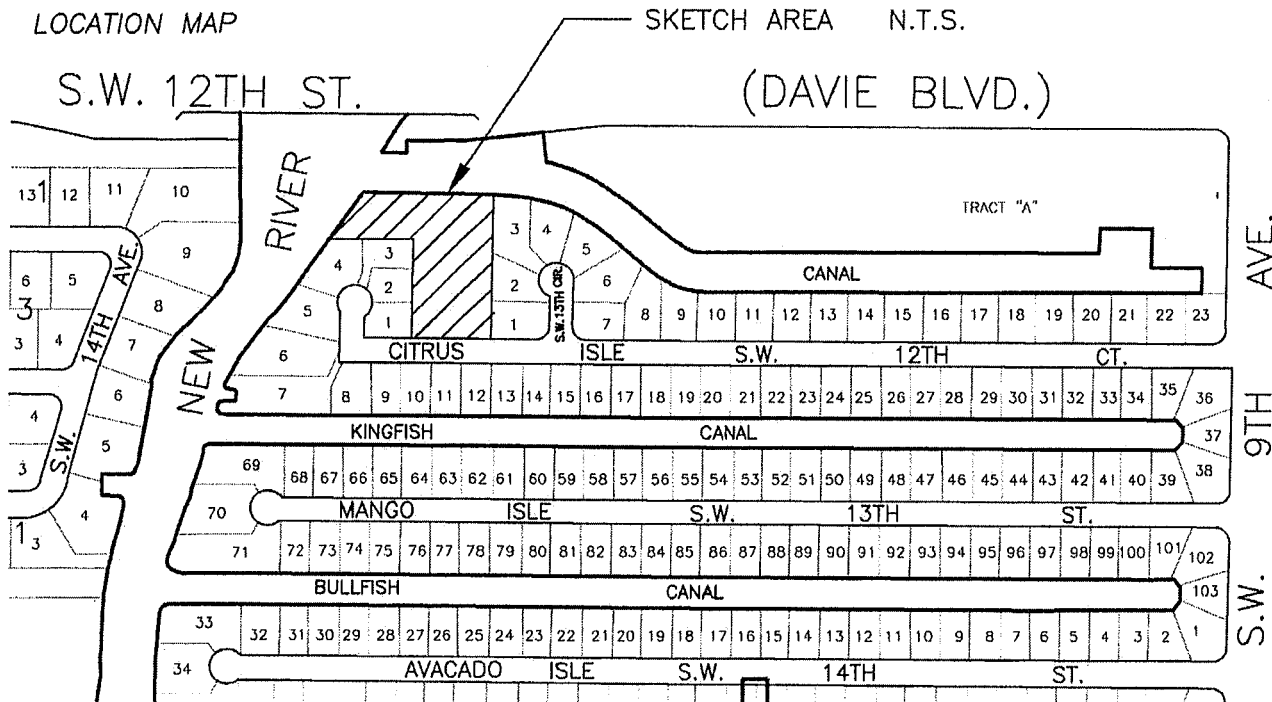
**SKETCH & LEGAL DESCRIPTION OF PROPERTY**

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to be a combination of initials and a surname.

# SKETCH AND DESCRIPTION

## EXHIBIT 1

THIS IS NOT A SURVEY



### DESCRIPTION:

PARCEL ONE: ALL OF LOT ONE (1) AS SHOWN BY THE REVISED PLAT OF MRS. E. F. MARSHALL'S SUBDIVISION OF A PORTION OF SECTION 16, TOWNSHIP 50 SOUTH, RANGE 42 EAST, AS RECORDED IN PLAT BOOK 1, PAGE 2 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, EXCEPTING THEREFROM THE EAST 1,487 FEET; AND ALSO EXCEPTING THEREFROM THE NORTH 187 FEET; CONTAINING 1.21 ACRES, MORE OR LESS; SAID LANDS LYING, SITUATE AND BEING IN THE STATE OF FLORIDA, COUNTY OF BROWARD, CITY OF FORT LAUDERDALE.

PARCEL TWO: THE NORTH EIGHT (8) FEET OF THAT CERTAIN ROAD RIGHT-OF-WAY RUNNING IN AN EAST-WEST DIRECTION AND LYING BETWEEN LOT ONE (1) AND THE UN-NUMBERED LOT MARKED "SOLD," LYING SOUTH OF SAID LOT ONE (1); AND ALSO THE EAST EIGHT (8) FEET OF THAT CERTAIN ROAD RIGHT-OF-WAY RUNNING IN A NORTH-SOUTH DIRECTION AND LYING BETWEEN LOT ONE (1) AND THE UN-NUMBERED LOT MARKED "SOLD" LYING WEST OF SAID LOT ONE (1); SAID LAND SHOWN BY THE REVISED PLAT OF MRS. E. F. MARSHALL'S SUBDIVISION OF A PORTION OF SECTION 16, TOWNSHIP 50 SOUTH, RANGE 42 EAST, AS RECORDED IN PLAT BOOK 1, PAGE 2, BROWARD COUNTY PUBLIC RECORDS; SAID LANDS LYING, SITUATE AND BEING IN THE STATE OF FLORIDA, COUNTY OF BROWARD AND CITY OF FORT LAUDERDALE.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA. CONTAINING 57,367 SQUARE FEET OR 1.3170+/- ACRES MORE OR LESS.

### NOTES:

- 1) BEARINGS ARE ASSUMED USING THE NORTH RIGHT OF WAY LINE OF SW 12 AVENUE BEING S 88°12'14" W.
- 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 RESTRICTIONS OF RECORD, IF ANY
- 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.

MAY 21, 2019

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

*Michael W. Donaldson*

SHEET 1 OF 2

CITY OF FORT LAUDERDALE

1311 CITRUS ISLE

PLAT BOOK 1, PAGE 2  
PORTION OF LOT 1  
EXHIBIT 1

BY: M.D.	ENGINEERING	DATE: 5/21/19
CHK'D M.D.	DIVISION	SCALE: N.T.S.

*CSO*



THIS IS NOT A SURVEY

NORTH LINE LOT 17

N88° 12' 10"E

276.00

**S. FORK OF  
NEW RIVER**

N32° 58' 51"E  
97.40

**MRS E F MARSHALLS SUB REV PLAT  
PLAT BOOK 1 PAGE 2**

LOT 1  
SQUARE FEET  $\pm$   
70 $\pm$  ACRES)

(PARCEL 1)

EAST LINE LOT 17

1487.00'

(PARCEL 2) 16' N. 8' VACATED R/W 172.54

8' ROAD R/W S88° 12' 14" W

S01° 04' 56"E  
289.53

VACANT

10' UTILITY  
EASEMENT

**6' UTILITY EASEMENT**

RIO NUEVO ISLES  
PLAT BOOK 60 PAGE 19 2

1

**5' SIDEWALK  
EASEMENT**

SW 12 COURT

SOUTH NEW RIVER ISLES  
SECTION "A"  
PLAT BOOK 30 PAGE 25

8' ROAD R/W

8' ROAD R/W  
E. 8' VACATED R/W (PARCEL 2)

158.01

588° 12' 14"W

50'

SW 12 COURT

SOUTH NEW RIVER ISLES  
SECTION "A"  
PLAT BOOK 30 PAGE 25

SHEET 2 OF 2

**LEGEND:**

R/W DENOTES RIGHT OF WAY  
N.T.S. DENOTES NOT TO SCALE

CITY OF FORT LAUDERDALE

1311 CITRUS ISLE

PLAT BOOK 1, PAGE 2  
PORTION OF LOT 1  
EXHIBIT 1

BY: M.D.

ENGINEERING  
DIVISION

DATE: 5/21/19

CHK'D M.D.

SCALE: 1"=50'

FBI

**EXHIBIT "3"**

**DECLARATION OF RESTRICTIVE COVENANTS**

*ABD*

Prepared by and return to

Robert B. Dunkel,  
Assistant City Attorney  
City of Fort Lauderdale  
100 North Andrews Avenue  
Fort Lauderdale, FL 33301

## DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS ("Declaration") dated this \_\_\_\_ day of \_\_\_\_\_, 2019, by **SUNTRUST BANK, as Sole-Trustee under the Irvin Jack Mitchell Revocable Trust dated January 16, 2014, as amended** (hereinafter, collectively "Declarant") in favor of **THE CITY OF FORT LAUDERDALE**, a Florida municipal corporation (hereinafter, "City").

### WITNESSETH:

WHEREAS, Declarant holds fee simple title to certain property within the corporate limits of the City containing 1.3170 acres, more or less,

See **Exhibit "1"** attached hereto and made a part hereof  
(hereinafter, "PARK PARCEL" or "PARK"); and

WHEREAS, Declarant and City have entered a Contract concerning the conveyance of the PARK PARCEL from Declarant, as Grantor, to City, as Grantee, pursuant to which the use of the PARK PARCEL is to be restricted in accordance with this Declaration;

NOW, THEREFORE, in consideration of the foregoing, the Declarant hereby agrees, covenants and declares as follows:

1. **Recitals.** The foregoing recitals and true and correct and are incorporated herein by reference.

2. **Conditions, restrictions and limitations of use.** Upon conveyance of the PARK PARCEL from Declarant to City, City shall operate and maintain the PARK PARCEL, as a passive park in a manner consistent with other passive parks owned and operated by the City, subject to the following conditions:

a. Park Hours shall be from 8:00 AM to sunset.

b. Low level lighting shall be permitted within the park at the parking area (jogging trail).

c. No principal buildings shall be constructed within the PARK, provided, however shade structures may be erected within the PARK.

d. The PARK shall be operated as a Passive Park with enhanced features such as trees and landscaping, benches, picnic tables, restroom facilities, walkways and trash receptacles and will not be used or programmed for organized sporting events.

e. Construction, use, maintenance and repair of a marginal dock located on the North boundary of the PARK on the canal for the use of vessels transporting park patrons to and from the PARK over the City's waterways shall be permitted but not required. No such dock shall be permitted on the West boundary of the PARK on the South Fork of New River

f. Any use of the PARK for commercial enterprises, festivals or special events shall be prohibited.

g. The PARK will not be leased, and the City will not issue any permits for gatherings of individuals or groups and no such gatherings shall be authorized.

h. Pets will not be permitted within the PARK, with the exception of licensed service animals.

i. No Bar-B-Q grills will be installed or used within the PARK at any time.

j. City shall provide no more than three (3) parking spaces for the PARK.

k. The PARK shall be known as the MITCHELL FAMILY PARK.

l. City shall maintain the PARK in a manner consistent with a high quality passive park. Such maintenance shall include, but shall not be limited to:

i. Adequate irrigation, fertilization and maintenance of all trees and landscape areas.

ii. Regular cleaning and maintenance of all parking facilities for the PARK.

iii. Regular trash collection.

3. **Term.** This Declaration shall be in effect for a term commencing with the conveyance of PARK PARCEL to the City and shall remain in effect in perpetuity.

4. **Amendment and Modification.** This Declaration may be modified, amended or released, in whole or in part, as to any portion of the PARK by a written instrument executed by the City, provided that the City's execution is authorized by a vote of four-fifths of the entire City Commission. Provided, however, the essential nature of the PARK as a Passive Park, as more particularly set forth in Paragraph 2 (d) above, shall not be subject to modification, amendment or release under this Paragraph 4.

5. **Severability.** Invalidation of any one of these covenants by judgment of a court of competent jurisdiction shall not affect any of the other provisions of this Declaration, which shall remain in full force and effect.

6. **Covenant Running with The Land.** Upon recordation, this instrument shall constitute a covenant running with the land and be binding upon the City, its successors and assigns.

7. **Effective Date.** This Declaration shall become effective upon its recordation in the Public Records of Broward County, Florida.

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

[THE BALANCE OF THIS PAGE REMAINS INTENTIONALLY BLANK.]

**DECLARANT**

WITNESSES:

**SUNTRUST BANK, as Sole-Trustee of the  
Irvin Jack Mitchell Revocable Trust dated  
January 16, 2014, as amended;**

\_\_\_\_\_  
(Signature)

Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Andrea Garcia, Vice-President

\_\_\_\_\_  
(Signature)

Printed Name: \_\_\_\_\_

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by Andrea Garcia, Vice-President, SUNTRUST BANK, as Sole-Trustee of the Irvin Jack Mitchell Revocable Trust dated January 16, 2014, as amended. She is personally known to me or has produced \_\_\_\_\_ as identification and 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: \_\_\_\_\_

\_\_\_\_\_  
Commission Number

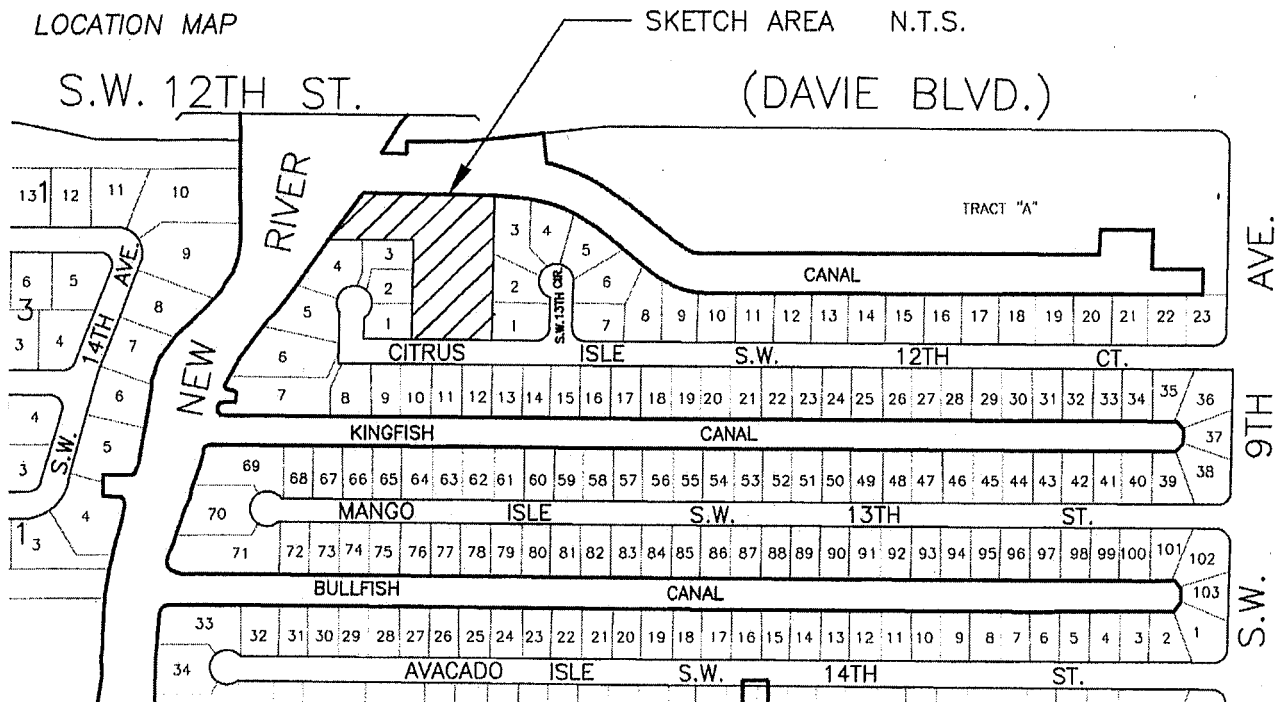
**EXHIBIT "1"**

**SKETCH & LEGAL DESCRIPTION OF PROPERTY**

# SKETCH AND DESCRIPTION

## EXHIBIT 1

THIS IS NOT A SURVEY



### DESCRIPTION:

PARCEL ONE: ALL OF LOT ONE (1) AS SHOWN BY THE REVISED PLAT OF MRS. E. F. MARSHALL'S SUBDIVISION OF A PORTION OF SECTION 16, TOWNSHIP 50 SOUTH, RANGE 42 EAST, AS RECORDED IN PLAT BOOK 1, PAGE 2 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, EXCEPTING THEREFROM THE EAST 1,487 FEET; AND ALSO EXCEPTING THEREFROM THE NORTH 187 FEET; CONTAINING 1.21 ACRES, MORE OR LESS; SAID LANDS LYING, SITUATE AND BEING IN THE STATE OF FLORIDA, COUNTY OF BROWARD, CITY OF FORT LAUDERDALE.

PARCEL TWO: THE NORTH EIGHT (8) FEET OF THAT CERTAIN ROAD RIGHT-OF-WAY RUNNING IN AN EAST-WEST DIRECTION AND LYING BETWEEN LOT ONE (1) AND THE UN-NUMBERED LOT MARKED "SOLD," LYING SOUTH OF SAID LOT ONE (1); AND ALSO THE EAST EIGHT (8) FEET OF THAT CERTAIN ROAD RIGHT-OF-WAY RUNNING IN A NORTH-SOUTH DIRECTION AND LYING BETWEEN LOT ONE (1) AND THE UN-NUMBERED LOT MARKED "SOLD" LYING WEST OF SAID LOT ONE (1); SAID LAND SHOWN BY THE REVISED PLAT OF MRS. E. F. MARSHALL'S SUBDIVISION OF A PORTION OF SECTION 16, TOWNSHIP 50 SOUTH, RANGE 42 EAST, AS RECORDED IN PLAT BOOK 1, PAGE 2, BROWARD COUNTY PUBLIC RECORDS; SAID LANDS LYING, SITUATE AND BEING IN THE STATE OF FLORIDA, COUNTY OF BROWARD AND CITY OF FORT LAUDERDALE.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA. CONTAINING 57,367 SQUARE FEET OR 1.3170+/- ACRES MORE OR LESS.

### NOTES:

- 1) BEARINGS ARE ASSUMED USING THE NORTH RIGHT OF WAY LINE OF SW 12 AVENUE BEING S 88°12'14" W.
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- 4) THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SHEET 1 OF 2

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

MAY 21, 2019

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

*Michael W. Donaldson*

CITY OF FORT LAUDERDALE		
1311 CITRUS ISLE		
PLAT BOOK 1, PAGE 2 PORTION OF LOT 1 EXHIBIT 1		
BY: M.D.	ENGINEERING	DATE: 5/21/19
CHK'D M.D.	DIVISION	SCALE: N.T.S.

*W.D.*



THIS IS NOT A SURVEY

NORTH LINE LOT 17

N 88° 12' 10"E

276.00

**S. FORK OF  
NEW RIVER**

N32° 58' 51"E  
97.40

(PARCEL 1)

(PARCEL 2) 16' N. 8' VACATED R/W 172.54

8' ROAD R/W 588' 12' 14" W

S01° 04' 56"E  
289.53

EAST LINE LOT 17

1487.00'

10' UTILITY  
EASEMENT

VACANT

SOUTH NEW RIVER ISLES  
SECTION "A"  
PLAT BOOK 30 PAGE 25

8' ROAD R/W ——— N01° 04' 56" W 16' ———  
E 8' VACATED R/W (PARCEL 2) 209.52 209.52

8' ROAD R/W  
E. 8' VACATED R/W (PARCEL 2)  
8'

6' UTILITY EASEMENT  
RIO NUEVO ISLES  
PLAT BOOK 60 PAGE 19 2

RIO NUEVO ISLES  
PLAT BOOK 60 PAGE 19

1

5' SIDEWALK

158.01  
588° 12' 14"W

50' SW 12 COURT

SOUTH NEW RIVER ISLE  
SECTION "A"  
PLAT BOOK 30 PAGE 25

SHEET 2 OF 2

**LEGEND:**

R/W DENOTES RIGHT OF WAY  
N.T.S. DENOTES NOT TO SCALE

CITY OF FORT LAUDERDALE

1311 CITRUS ISLE

PLAT BOOK 1, PAGE 2  
PORTION OF LOT 1  
EXHIBIT 1

BY: M.D.

ENGINEERING  
DIVISION

DATE: 5/21/19

CHK'D M.D.

SCALE: 1"=50'

ZBG