

Closing Statement

Page 1

FILE NUMBER: 19-330

NAME OF BUYER: City of Fort Lauderdale, a Florida municipal corporation
Address of Buyer: 100 North Andrews Avenue, Fort Lauderdale, Florida 33301

NAME OF SELLER: Irvin Jack Mitchell, an unmarried widower and TRUIST BANK, as successor in interest in, SunTrust Bank, as sole
Trustee of the Irvin Jack Mitchell Revocable Trust, dated January 16, 2014, as amended
Address of Seller:

NAME OF LENDER:
Address of Lender:

PROPERTY LOCATION: 1311 Citrus Isle, Fort Lauderdale, Florida 33315

SETTLEMENT AGENT: Capstone Title Partners, LLC
Place of Settlement: 888 S. Andrews Avenue, Suite 204, Fort Lauderdale, Florida 33316

SETTLEMENT DATE: 6/5/20

DISBURSEMENT DATE: 6/5/20

BUYER CHARGES:	Amount:
Settlement or closing fee (Capstone Title Partners, LLC)	\$695.00
Abstract or title search (Capstone Title Partners, LLC)	\$375.00
Title Insurance (Old Republic Nat. Title/Capstone Title)	\$6,300.00
Recording fees (Simplifile)	\$103.50
Trust/Probate Docs (Simplifile)	\$106.50
ERecording Fee (Simplifile)	\$18.00
Survey #B-65351 (ME Land Services, Inc.)	\$1,600.00
Lien Search #19-581431 (PropLogix)	\$160.00
Fedex/Courier/Wire Fee (Capstone Title Partners, LLC)	\$50.00
Total Charges:	\$9,408.00

Cash due from buyer: \$9,408.00

SELLER CHARGES:	Amount:
Proration of 2020 Real Estate Taxes (Broward County Revenue Collector)	\$6,745.66
Total Charges:	\$6,745.66

Cash due to seller: \$6,745.66

Buyer

THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF A COPY OF THE FOREGOING SETTLEMENT STATEMENT, AGREES TO THE CORRECTNESS THEREOF, AND AUTHORIZES AND APPROVES THE DISBURSEMENTS SET FORTH.

City of Fort Lauderdale,
a Florida municipal corporation

By: Christopher J. Hagerbloom,
City Manager

Seller

THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF A COPY OF THE FOREGOING SETTLEMENT STATEMENT, AGREES TO THE CORRECTNESS THEREOF, AND AUTHORIZES AND APPROVES THE DISBURSEMENTS SET FORTH.

TRUIST BANK, as successor in interest in, SunTrust Bank, as sole
Trustee of the Irvin Jack Mitchell Revocable Trust, dated January 16,
2014, as amended

Irvin Jack Mitchell
by Shari Lynn Vaughan,
his attorney in fact

Silvana E. Hess
Trust Real Estate Officer
Vice President, Truist Bank

DoubleTime®

Buyer

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City of Fort Lauderdale,
a Florida municipal corporation

By: Christopher J. Lagerbloom,
City Manager

(Corporate Seal)

Seller

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Irvin Jack Mitchell
by *Shari L. Vaughn*, his
attorney in fact

Irvin Jack Mitchell
by Shari Lynn Vaughn,
his attorney in fact

TRUIST BANK, as successor in interest in, SunTrust Bank, as sole
Trustee of the Irvin Jack Mitchell Revocable Trust, dated January 16,
2014, as amended

Silvana E. Hess
Trust Real Estate Officer
Vice President, Truist Bank

Closing Statement Addendum

Seller: Irvin Jack Mitchell, an unmarried widower and TRUIST BANK, as successor in interest in, 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: 1311 Citrus Isle, Fort Lauderdale, FL 33315
Closing Agent: Capstone Title Partners, LLC
Closing Date: June 5, 2020
File Number: 19-330

TAX RE-PRORATION AGREEMENT: If the most recent property tax bill issued does not cover through the closing date, then the tax prorations set forth on the settlement statement are based upon an estimate. The basis of proration as set forth on the settlement statement is hereby accepted by the parties to this transaction. It is hereby understood and agreed that the actual taxes, if different, will be adjusted between the parties upon demand. Closing Agent is not liable or responsible for adjustment or re-proration of taxes. Closing Agent is not responsible or liable for additional taxes, other charges or tax refunds, if any, and shall not be liable should any of the parties to this transaction fail or refuse to re-prorate the taxes.

AGREEMENT TO COOPERATE: If requested by Lender (if any), Closing Agent, Title Agent or Title Underwriter, the parties agree to fully cooperate and adjust for clerical errors, including the execution or re-execution of any reasonable documentation and/or the remittance of any additional sums.

~~**HOMESOWNER'S/CONDOMINIUM ASSOCIATIONS:** The Buyer(s) acknowledge(s) the existence of any homeowners' and/or condominium association(s) and is aware that monthly, quarterly or annual maintenance assessments may be due to said association(s). Said association(s) may also have the authority to regulate and enforce community covenants and restrictions. The Buyer hereby acknowledges receipt of a copy of any association estoppel letters for the subject transaction.~~ BBD

MISCELLANEOUS: Closing Agent does not make any representations or warranties nor assumes any liability with respect to the physical condition of the property, or any repairs to the property. Buyer has been advised and encouraged to secure hazard insurance coverage prior to completion of closing. If a survey was prepared for the subject transaction, then the Buyer hereby acknowledges receipt of a copy thereof. The buyer has reviewed said survey and accepts title subject to the matters set forth thereon. Buyer has received and reviewed the proposed deed and is satisfied with and approves the manner which title is being held.

DISBURSEMENT AUTHORIZATION, ETC.: Closing Agent does not adjust or assume liability for charges for water, rents, gas, electricity, taxes on personal property, garbage taxes or fees, license fees or taxes, service/maintenance contracts (past control, appliance maintenance, pool care, lawn care, alarm systems, etc.), association assessments or dues, or estoppel information furnished by mortgagees or others. The settlement statement has been reviewed and approved and Closing Agent is irrevocably authorized and directed to complete the closing of the transaction and make disbursement in accordance therewith. In the event of mortgage assumption, if Seller has received a credit for the escrow account balance, then Seller hereby assigns all right, title and interest in said account to Buyer. Seller, Buyer, and Borrower are used for singular or plural, as the context so requires or admits. This Agreement is being provided as an inducement for Closing Agent to serve as the closing agent and for Title Agent and Title Underwriter to issue title insurance on the subject transaction.

Buyer:

City of Fort Lauderdale,
a Florida municipal corporation

By: 
Christopher J. Lagerbloom,
City Manager BBD

Seller:

TRUIST BANK, as successor in interest in, SunTrust Bank,
as sole Trustee of the Irvin Jack Mitchell Revocable Trust,
dated January 16, 2014, as amended


Silvana R. Hess
Trust Real Estate Officer Vice President, Truist Bank

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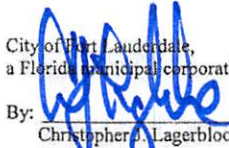
~~**HOMEOWNER'S/CONDOMINIUM ASSOCIATIONS:** The Buyer(s) acknowledge(s) the existence of any homeowner's and/or condominium association(s) and is aware that monthly, quarterly or annual maintenance assessments may be due to said association(s). Said association(s) may also have the authority to regulate and enforce community covenants and restrictions. The Buyer hereby acknowledges receipt of a copy of any association estoppel letters for the subject transaction.~~ BBD

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Buyer:

City of Fort Lauderdale,
a Florida municipal corporation

By: 
Christopher J. Lagerbloom,
City Manager BBD

Seller:

TRUIST BANK, as successor in interest in, SunTrust Bank,
as sole Trustee of the Irvin Jack Mitchell Revocable Trust,
dated January 16, 2014, as amended

Silvana E. Hess
Trust Real Estate Officer Vice President, Truist Bank

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

RECORDER'S NOTE: Pursuant to 12B-4.013 of the Florida Administrative Code and Chapter 201 of the Florida Statutes, this conveyance is subject only to the imposition of minimum documentary stamp taxes as it represents a gift of unencumbered real property with no consideration exchanged between the parties hereto.

SPECIAL WARRANTY DEED

This Special Warranty Deed is made and effective as of the 5 day of June, 2020

by

TRUIST BANK, as the successor in interest in, SunTrust Bank, as sole Trustee of the Irvin Jack Mitchell Revocable Trust dated January 16, 2014, as amended and IRVIN JACK MITCHELL, an unremarried widower, individually, C/O PO BOX 14728, Fort Lauderdale, FL 33302 (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 2020 and all subsequent years; (ii) existing zoning and governmental regulations, if any, and (iii) covenants, restrictions

E-RECORDED

simplified

Prepared by and return to:

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

ID: 116545941
County: Broward
Date: 6/10/20 Time: 11:31 am

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

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This conveyance is subject to (i) taxes and assessments for the year 2020 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** specially warrants and defends 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\1311 Citrus Isle\05.21.20 SWD.Declaration.pdf

THE BALANCE OF THIS PAGE REMAINS INTENTIONALLY BLANK

GRANTOR

WITNESSES:

TRUIST BANK, as successor in interest in,
SunTrust Bank, as sole Trustee of the Irvin Jack
Mitchell Revocable Trust Dated January 16, 2014 as
amended;

[Signature]
(Signature)

Printed Name: Liza M Siegle

[Signature]
(Signature)

Printed Name: Nicole Mauro

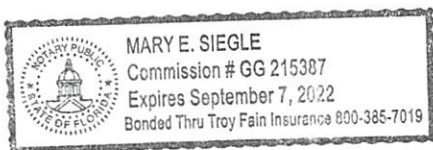
By:

[Signature]
SILVANA E. HESS
Trust Real Estate Officer
Vice President, Truist Bank

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or []
online notarization this 3 day of June, 2020, by Truist Bank, as successor in interest in,
SunTrust Bank, as sole Trustee of the Irvin Jack Mitchell Revocable Trust Dated January 16, 2014, as
amended, by Silvana E. Hess, Trust Real Estate Officer and Vice President of Truist Bank, a North Carolina
corporation, on behalf of the corporation and who has the authority to execute this Special Warranty Deed
on behalf of the above described Revocable Trust. She is personally known to me or has produced
FL DR LICENSE as identification and did take an oath.

(SEAL)



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

Mary E Siegle
Name of Notary Typed, Printed or Stamped

My Commission Expires: 9/7/2022
GG-215387
Commission Number

WITNESSES:

*Irvin Jack Mitchell
by Shari L. Vaughan, his
attorney in fact*

Evelle Arguemon

(Signature)

Printed Name: Evelle Arguemon

Liza M Siegle

(Signature)

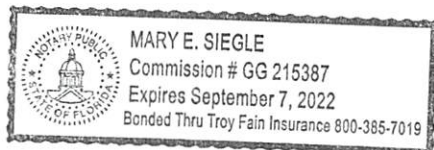
Printed Name: Liza M Siegle

STATE OF FLORIDA:

COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this this 28 day of May, 2020, by SHARI LYNN VAUGHAN as attorney in fact, for Irvin Jack Mitchell, an unremarried widower, who has the authority to execute this Special Warranty Deed. She is personally known to me or has produced FL DR 2109253 as identification and did take an oath.

(SEAL)



Mary E Siegle

Notary Public, State of Florida

(Signature of Notary taking Acknowledgment)

Mary E Siegle

Name of Notary Typed, Printed or Stamped

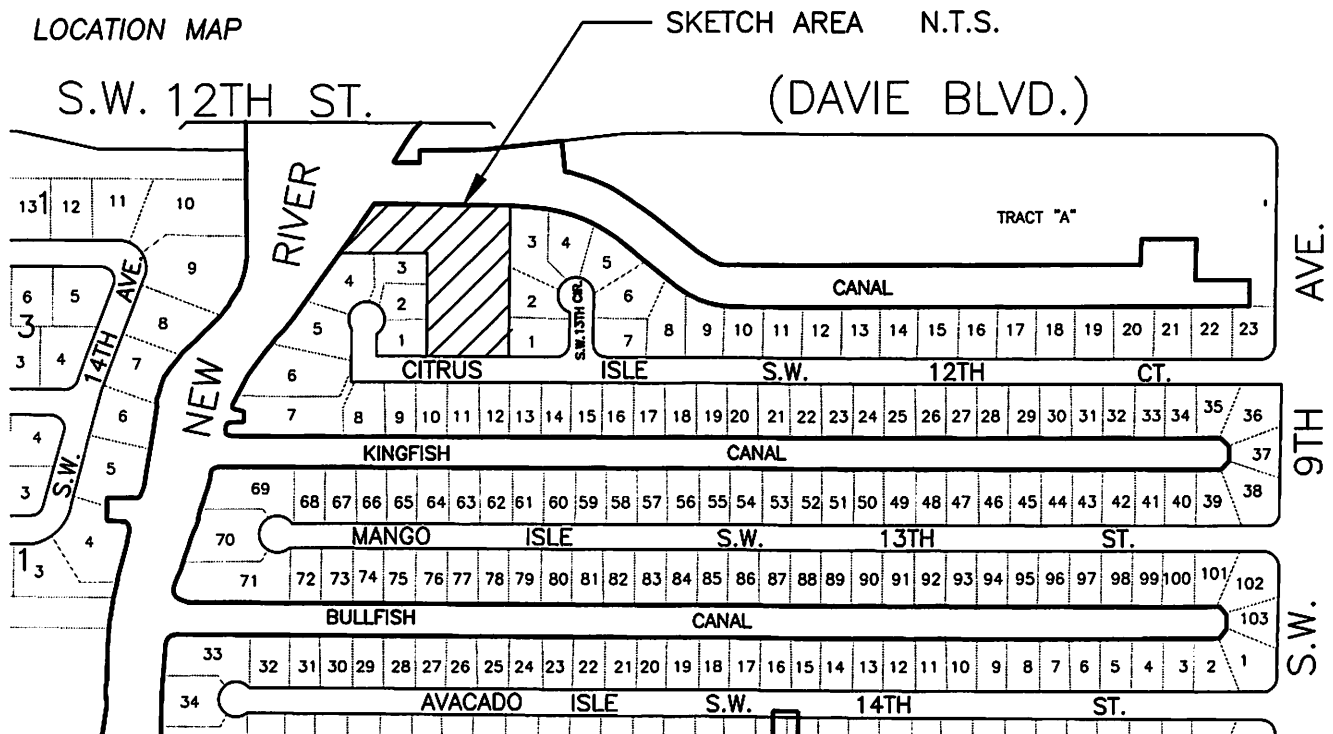
My Commission Expires: 9/7/2022
GG 215387

Commission Number

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

Page 5 of 12

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.

THIS IS NOT A SURVEY



Page 6 of 12

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'

Prepared by and return to

Robert B. Dunckel,
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 3 day of June, 2020, by TRUIST BANK, as successor in interest in, SunTrust Bank, as sole Trustee of **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.

L:\RBD\RealEstate\1311 Citrus Isle\Declaration of Restrictive Covenants - Final Version.docx
/Volumes/Untitled/CITY/Real Property/1311 Citrus Isle/2020/05.19.20 Declaration of Restrictive Covenants - Final Version.docx
/Volumes/Untitled/CITY/Real Property/1311 Citrus Isle/2020/05.19.20 Declaration of Restrictive Covenats - Final Version.rbd.redline.docx

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DECLARANT

WITNESSES:

Liza M. Siegel
(Signature)
Printed Name: Liza M. Siegel

Nicole Mauro
(Signature)
Printed Name: Nicole Mauro

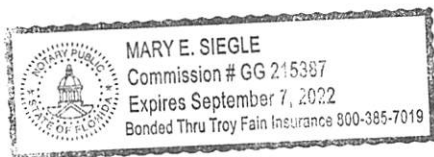
**TRUIST BANK, as successor in interest in,
SunTrust Bank, as sole Trustee of the Irvin
Jack Mitchell Revocable Trust dated January
16, 2014, as amended**

By: *[Signature]*
SILVANA E. HESS,
Truist Real Estate Officer
Vice President, Truist Bank

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 3 day of June, 2020, by Truist Bank, as successor in interest in, SunTrust Bank, as sole Trustee of the Irvin Jack Mitchell Revocable Trust dated January 16, 2014, as amended, by Silvana E. Hess, Truist Real Estate Officer and Vice President of Truist Bank, a North Carolina corporation, on behalf of the corporation and who has the authority to execute this Special Warranty Deed on behalf of the corporation and who has the authority to execute this Declaration of Restrictive Covenants. She is personally known to me or has produced FL DB L129055 as identification and did take an oath.

(SEAL)



Mary E. Siegle
Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

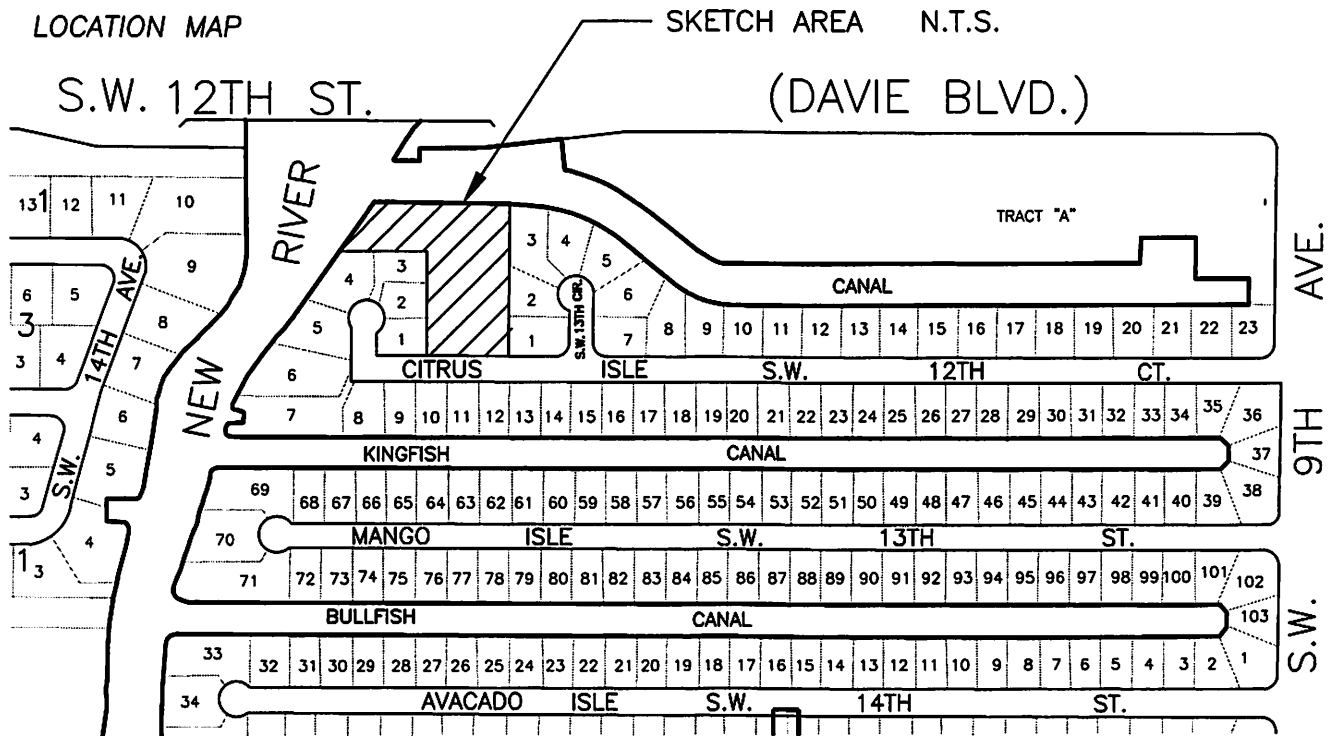
Mary E Siegle
Name of Notary Typed, Printed or Stamped

My Commission Expires: 9/7/2022
GG 215387
Commission Number

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

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

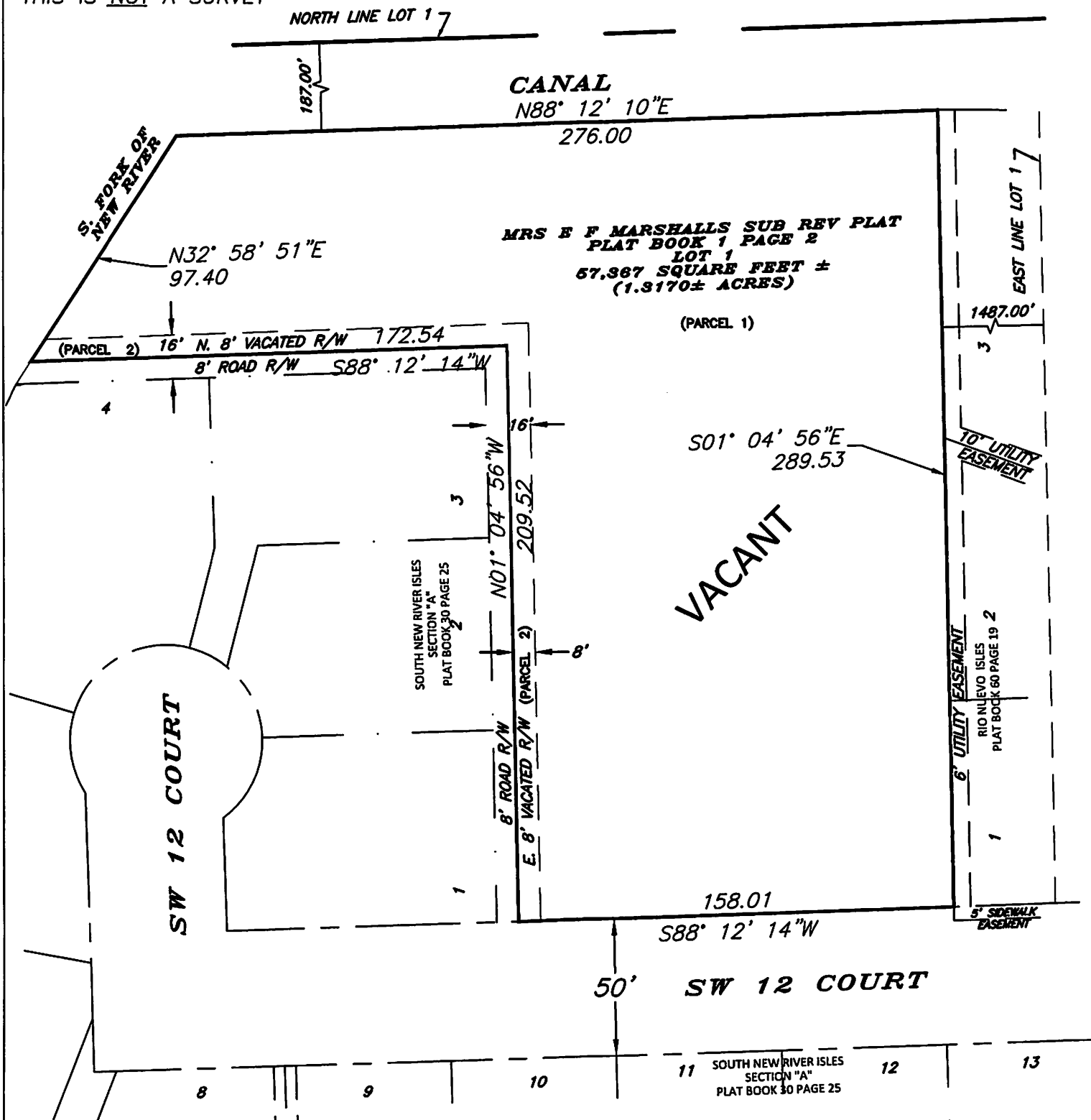
Page 11 of 12

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.

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'

PREPARED BY:
LIZA M. SIEGLE
MAURER & MAURER
4332 E. TRADEWINDS AVENUE
LAUDERDALE BY THE SEA, FL 33308

CLOSING AFFIDAVIT

BEFORE ME, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared SILVANA E. HESS, Trust Real Estate Officer, Vice President, Truist Bank, ("Affiant"), on behalf of TRUIST BANK, as successor in interest in, SunTrust Bank, as sole Trustee of the Irvin Jack Mitchell Revocable Trust Dated January 16, 2014, as amended, ("Seller") who deposes and says under penalties of perjury that:

1. Property. Seller is the owner of certain real property (the "Property") described as:

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, Public Records of Broward County, Florida; said lands lying, situate and being in the State of Florida, County of Broward and City of Fort Lauderdale.

2. No Lien. There have been no improvements, alterations or repairs to the Property during the last ninety (90) days, for which the cost thereof remains unpaid.
3. Possession. Seller is in full, exclusive, open, peaceful and undisputed possession of the Property, and there are no tenants, guests, licensees or other parties in or on any part of the Property, and there are no tenants, guests, licensees or other parties in or on any part of the Property.
4. Gap. There are no matters pending against Seller that would give rise to a lien which would attach to the Property between May 6, 2020 at 11:00 P.M., the Commitment Date of **Old Republic National Title Insurance Company** ("Title Insurer") Title Commitment under Commitment No. 809562 A6, (the "Title Commitment") and the recording of the interest to be insured on the Owner's Policy to be issued pursuant to the Title Commitment. Except as expressly stated in the Title Commitment, Seller has not and will not execute any instruments that would adversely affect the interest to be insured and Seller has not taken any action preceding the Commitment Date of the Commitment which would result in any lien attaching to the Property prior to the date of the recording of the instrument to be insured.
5. Seller's Existence and Affiant's Authority. The Seller is active and in good standing, no proceeding is pending for its dissolution or termination and Affiant is its duly appointed and serving fiduciary with authority to bind the Seller. Affiant gives this affidavit on individual knowledge and on behalf of the Seller.

6. Pending Actions. There are no violations of Municipal or County Ordinances affecting the Property and there are no actions or proceedings now pending in any State or Federal Court to which the Seller is a party, including, but not limited to, proceedings in bankruptcy, receivership or insolvency. Affiant has received no notice of any public hearing regarding assessment for improvements or changes in applicable zoning laws concerning said property now pending.
7. Title Exceptions. There are no judgments, mortgages, encumbrances or liens of any nature affecting the Property other than those shown on the Title Commitment.
8. Tax Re-Proration. Seller agrees that in the event the current real estate property taxes vary in amount from the figures used in making the tax proration used in closing the transfer and conveyance of the Property, a new proration and a correct and proper proration will be made upon demand.
9. FIRPTA. Affiant understands that Section 1445 of the Internal Revenue Code provides that a Buyer of a United States real property interest must withhold tax if the Seller is a foreign person. To inform the Buyer that withholding of tax is not required upon purchase of the above described property, Affiant certifies the following:
 - a. Seller is not a nonresident alien individual, foreign corporation, foreign partnership, foreign trust or foreign estate for purposes of United States federal income taxation.
 - b. Seller's (Irvin Jack Mitchell) U.S. Taxpayer Identification Number is: 267-24-5925
 - c. Seller's address is: 1303 Citrus Isle, Fort Lauderdale, FL 33315
 - d. No other persons or entities have an ownership interest in the above described property.
11. Affiant understands the Buyer of the described property intends to rely on the foregoing representations in connection with the United States Foreign Investment in Real Property Tax Act (FIRPTA). Affiant understands this certification may be disclosed to the Internal Revenue Service by the Buyer and that any false statements contained in this certification may be punished by fine, imprisonment or both. Affiant has the authority to sign this affidavit as either individual Seller or on behalf of an entity Seller. Under penalties of perjury, Affiant states that this declaration was carefully read and is true and correct.
12. This affidavit is given for the purpose of clearing any possible question or objection to the title to the above referenced property and, for the purpose of inducing **Capstone Title Partners, L.L.C.** and **Title Insurer** to issue title insurance on the subject property, with the knowledge that said title companies are relying upon the statements set forth herein. Affiant, individually and on behalf of Seller hereby holds **Capstone Title Partners, L.L.C.** and **Title Insurer** harmless and fully indemnifies same (including but not limited to attorneys' fees, whether suit be brought or not, and at trial and all appellate levels, and court costs and other litigation expenses) with respect to the matters set forth herein.
13. Affiant further states that she is familiar with the nature of an oath and with the penalties as provided by the laws of the United States and the State of Florida for falsely swearing to statements made in an instrument of this nature. Affiant further certifies that she has read, or heard read, the full facts of this Affidavit and understands its context.

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

Print Name: Silvana E. Hess

Official Capacity: Trust Real Estate Officer

Vice President, Truist Bank

Name of Seller: Truist Bank, as successor in interest in,
SunTrust Bank, as sole Trustee of the Irvin Jack Mitchell
Revocable Trust dated January 16, 2014, as amended

STATE OF FLORIDA

COUNTY OF Broward

Sworn to, affirmed, and subscribed before me by means of ☒ personal appearance or ☐ online
notarization, this 3 day of June, 2020, by Silvana E. Hess, Trust Real Estate Officer, Vice President,
Truist Bank, on behalf of Truist Bank, as successor in interest in, SunTrust Bank, as sole Trustee of the Irvin
Jack Mitchell Revocable Trust dated January 16, 2014, as amended, who is ☐ personally known to me or ☒
who has produced FL DR 211455 as identification.



Print Name: Mary E Siegle

Notary Public, State of Florida

My Commission Expires: 9/7/2022



DOCUMENT ROUTING FORM

P 22
6/2/2020

Today's Date: 05/29/2020

DOCUMENT TITLE: Closing Statement and Addendum to acceptance of donation property - 1311 Citrus Isle

COMM. MTG. DATE: 8/20/2019 CAM #: 19-0773 ITEM #: CM-6 CAM attached: ☒ YES ☐ NO

Routing Origin: CAO Router Name/Ext: Sonia 5598 Action Summary attached: ☒ YES ☐ NO

CIP FUNDED: ☐ YES ☐ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

1) City Attorney's Office: Documents to be signed/routed? ☒ YES ☐ NO # of originals attached: 2

Is attached Granicus document Final? ☒ YES ☐ NO Approved as to Form: ☒ YES ☐ NO

Date to CCO: 5/29

JAMES BRAKO
Attorney's Name

JB
Initials

2) City Clerk's Office: # of originals: 2 Routed to: MJ Matthews/CMO/x5364 Date: 6/1/2020

3) City Manager's Office: CMO LOG #: Jun-1 Document received from: _____

Assigned to: CHRIS LAGERBLOOM ☐

ROB HERNANDEZ ☐

TARLESHA SMITH ☐

CHRIS LAGERBLOOM as CRA Executive Director ☐

☐ APPROVED FOR C. LAGERBLOOM'S SIGNATURE ☐ N/A C. LAGERBLOOM TO SIGN

PER DCM: R. Hernandez _____ (Initial/Date) PER ACM: T. Smith _____ (Initial/Date)

☐ PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward _____ originals to ☐ Mayor ☐ CCO Date: _____

4) Mayor/CRA Chairman: Please sign as indicated. Forward _____ originals to CCO for attestation/City seal (as applicable) Date: _____

INSTRUCTIONS TO CITY CLERK'S OFFICE

5) City Clerk: Forward _____ originals to CAO for FINAL APPROVAL Date: _____

6) CAO forwards 2 originals to CCO Date: 6/2/2020

7) City Clerk: Scan original and Sonia Sierra copy to ssierra@fortlauderdale.gov and forwards _____ originals to: LUISA AGATHON EXT. 5271 - CITY MANAGERS OFFICE

Attach _____ certified Reso # _____ ☐ YES ☐ NO

Original Route form to CAO