REQUEST: Rezoning from One-Family Detached Dwelling District (RS-3.52) to Parks, Recreation and Open Space (P)

<table>
<thead>
<tr>
<th>Case Number</th>
<th>Z18008</th>
</tr>
</thead>
<tbody>
<tr>
<td>Applicant</td>
<td>City of Fort Lauderdale</td>
</tr>
<tr>
<td>General Location</td>
<td>2681 Riverland Road</td>
</tr>
<tr>
<td>Property Size</td>
<td>221,911 square feet (5.09 acres)</td>
</tr>
<tr>
<td>Current Zoning</td>
<td>One-Family Detached Dwelling District (RS-3.52)</td>
</tr>
<tr>
<td>Proposed Zoning</td>
<td>Parks, Recreation and Open Space (P)</td>
</tr>
<tr>
<td>Existing Use</td>
<td>Vacant Single-Family Home</td>
</tr>
<tr>
<td>Proposed Use</td>
<td>Park Space</td>
</tr>
<tr>
<td>Future Land Use Designation</td>
<td>Irregular 3.52</td>
</tr>
<tr>
<td>Applicable ULDR Sections</td>
<td>Section 47-24.4 Rezoning Criteria</td>
</tr>
<tr>
<td>Notification Requirements</td>
<td>Sec. 47-24.1 Public Participation</td>
</tr>
<tr>
<td></td>
<td>Sec. 47-27.6 Sign Notice 15 days prior to meeting</td>
</tr>
<tr>
<td></td>
<td>Sec. 47-27.6 Mail Notice (300 foot radius) 10 days prior to meeting</td>
</tr>
<tr>
<td>Project Planner</td>
<td>Jim Hetzel, Principal Planner</td>
</tr>
</tbody>
</table>

PROJECT DESCRIPTION:
The applicant, City of Fort Lauderdale, is requesting to rezone 221,911 square feet (5.09 acres) of land located at 2681 Riverland Road. The request is to rezone from One-Family Detached Dwelling District (RS-3.52) to Parks, Recreation and Open Space (P). The property was acquired by the City in 2017 for the purpose of creating a park on the property.

On May 20, 2015, the Planning and Zoning Board (PZB) denied Robert Black, the property owner of 2681 Riverland Road, and property owner's agent, Palm Cove Estate, an application to replat the property for 14 single family homes. After the hearing, Robert Black approached the City regarding the prospect of selling his property to the City for public purpose use.

On July 18, 2016, Commissioner Romney Rogers held a neighborhood stakeholder meeting at City Hall to discuss the prospect of the City buying the property with Cemetery Funds and converting the 2681 Riverland Road property into a cemetery. Those in attendance were opposed to the idea of the property being used as a cemetery. Subsequent to that meeting, City staff began evaluating the potentially to buy the property with General Fund monies and convert it to a public park.

Staff conducted further research regarding the annexation of the area into the City and if there was a need to amend the annexation agreement. On March 21, 2017, City Commission approved Resolution 17-53 amending the annexation agreement between Broward County and the City for the Riverland area annexation to allow the City to utilize funds for the creation and acquisition of a public park, which was reserved for certain public improvements associated with the annexation of County land. For reference, Resolution 17-53 is attached as Exhibit 5.

The applicant's narratives, location map, and sketch and legal description of the property are attached as Exhibit 1. A conceptual site plan for the park is included as Exhibit 2 for reference only and is not part of the rezoning request.

REVIEW CRITERIA:
As per Section 47-24.4.D of the City's Unified Land Development Regulations (ULDR), an application for a rezoning shall be reviewed in accordance with the following criteria:
1. The zoning district proposed is consistent with the City's Comprehensive Plan.

   The City's Comprehensive Plan is designed to address the needs and aspirations of the community while addressing the City's requirements for growth. Rezoning of this parcel will enable the City to meet the following goals and objectives of the City's comprehensive Plan. Goal 1: Provide levels of service for Parks and Recreation Facilities sufficient to meet the existing and future needs of the City of Fort Lauderdale's population. Objective 1.1: The City will provide parkland and open space to meet a Level of Service Standard of 3 acres per one thousand residents. Policy 1.1.2 states that all city owned/designated park sites are to be zoned P for Parks, Recreation and Open Space and have a land use designation of Park-Open Space, where appropriate.

2. Substantial changes in the character of development in or near the area under consideration supports the proposed rezoning.

   Parks and open space serve public recreation needs, not only by providing space for outdoor recreational activities, but also by providing visual relief with open space that is landscaped. The character of development of the parcel with its landscaping and vegetation supports the proposed rezoning by maintaining open space needs. If approved the use of this land, inclusive of the proposed park amenities, will be consistent with the City's pattern of development for Parks and Recreation uses.

3. The character of the area proposed is suitable for the uses permitted in the proposed zoning district and is compatible with surrounding districts and uses.

   The rezoning of the property to Park is compatible with the surrounding Residential uses within the area of the subject property, which consist of One-Family Detached Dwelling District (RS-3.52) Zoning District to the east, south and west, and Residential Single Family/Low Medium Density (RS-8) to the north Zoning District. To mitigate any adverse impacts from the rezoning to Park, a landscaped buffer will be installed along the boundary of the site. The rezoning will naturally tie the residential properties located and around the Project. The character of the surrounding area, together with the enhancements as proposed, all support that the proposed re-zoning is compatible with surrounding districts and uses.

Table 1 provides a comparison of permitted uses in the existing and proposed zoning districts and Table 2 provides a comparison table of primary dimensional requirements under each district.

<table>
<thead>
<tr>
<th>Table 1 – Comparison of Uses</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Existing Zoning District</strong></td>
</tr>
<tr>
<td>One-Family Detached Dwelling District (RS-3.52)</td>
</tr>
<tr>
<td>Permitted Uses:</td>
</tr>
<tr>
<td>Single Family Dwelling</td>
</tr>
<tr>
<td><strong>Proposed Zoning District</strong></td>
</tr>
<tr>
<td>Parks, Recreation and Open Space (P)</td>
</tr>
<tr>
<td>Permitted Uses:</td>
</tr>
<tr>
<td>Active and passive parks</td>
</tr>
<tr>
<td>Beach</td>
</tr>
<tr>
<td>Civic, Cultural, and Education Facilities</td>
</tr>
<tr>
<td>Conservation Areas</td>
</tr>
<tr>
<td>Fisher Pier</td>
</tr>
<tr>
<td>Indoor and Outdoor Public Recreational Facility</td>
</tr>
<tr>
<td>Accessory Uses, Buildings and Structures</td>
</tr>
</tbody>
</table>

CASE # Z18008
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November 13, 2018
Table 2 – Comparison of Dimensional Requirements

<table>
<thead>
<tr>
<th></th>
<th>Existing Zoning District</th>
<th>Proposed Zoning District</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>One-Family Detached Dwelling (RS-3.52)</td>
<td>Parks, Recreation and Open Space (P)</td>
</tr>
<tr>
<td>Density</td>
<td>3.52 dwelling units per acre</td>
<td>n/a</td>
</tr>
<tr>
<td>Building Height</td>
<td>2 stories</td>
<td>60 feet</td>
</tr>
<tr>
<td>Building Length</td>
<td>n/a</td>
<td>n/a</td>
</tr>
<tr>
<td>Front Setback</td>
<td>25 feet</td>
<td>25 feet</td>
</tr>
<tr>
<td>Rear Setback</td>
<td>15 feet</td>
<td>25 feet</td>
</tr>
<tr>
<td>Side Setback</td>
<td>7.5 feet</td>
<td>25 feet</td>
</tr>
<tr>
<td>Lot Size</td>
<td>10,000 square feet (min)</td>
<td>n/a</td>
</tr>
<tr>
<td>Landscape Area</td>
<td>Minimum of 35% of the gross lot square footage</td>
<td>n/a</td>
</tr>
</tbody>
</table>

COMPREHENSIVE PLAN CONSISTENCY:
The proposed rezoning is consistent with the City’s Comprehensive Plan Goals, Objectives and Policies, including the Future Land Use Element, Goal 1, Objective 1.19. In existing neighborhoods, development shall be compatible with present neighborhood density and with specific neighborhoods plans, and Park and Recreation Element, Goal 3, Objective 3.2. Ensure that 100% of all recreational sites are accessible to residents and visitors by 2018.

The City’s Future Land Use Map indicates this property has a future land use designation of Irregular Residential at no more than 3.52 units per acre. This property was annexed into the City from Broward County and has retained the underlying land use designation through the annexation process. The City is currently in the process of updating the Comprehensive Plan and staff has identified the Riverland Parcel as a property to amend the underlying land use designation from Irregular 3.52 to Park and Open Space land use. This designation change will occur as part of the adoption of the Comprehensive Plan.

PUBLIC PARTICIPATION:
The proposed rezoning request is subject to the public participation requirements established in the ULDR, Section 47-27.4. According to the applicant, a public participation meeting was held on October 4, 2018, to offer the neighborhood and surrounding properties the opportunity to learn about the proposed rezoning. The public participation affidavit is attached as Exhibit 3.

In addition, this request was subject to sign notification requirements established in ULDR, Section 47-27.4. The applicant posted one sign on the property and has submitted affidavit, which is attached as Exhibit 4.

STAFF FINDINGS:
Staff recommends the Board approve this request, consistent with:
ULDR, Section 47-24.4, Rezoning Criteria

The applicant’s narrative responses to all criteria are included as part of Exhibit 1 to help the Board assess how the project addresses applicable criteria.

PLANNING & ZONING BOARD REVIEW OPTIONS:
If the Planning and Zoning Board determines that the application meets the criteria as provided in this section, the Planning and Zoning Board shall recommend that the rezoning be approved or recommend a rezoning to a more restrictive zoning district than that requested in the application if necessary to ensure compliance with the criteria for the rezoning and if consented to by the applicant.

If the Planning and Zoning Board determines that the application does not meet the criteria provided for rezoning or if the applicant does not consent to a more restrictive zoning district, the Planning and Zoning Board shall deny the application and an appeal to the City Commission may be filed by the applicant in accordance with Section 47-26.8, Appeals.

EXHIBITS:
1. Applicant’s Narratives, Location Map, and Sketch and Legal Description
2. Conceptual Site Plan
3. Public Participation Meeting Affidavit
4. Public Sign Notice Photographs
5. Resolution 17-53
October 17, 2018

Re: City of Fort Lauderdale - Riverland Road Parcel
Rezoning Request from One-Family Detach Dwelling District (RS-3.52) to Parks, Recreation and Open Space (P)

The City of Fort Lauderdale is seeking to rezone 221,911 square feet (5.09 acres) parcel of land located at 2681 Riverland Road. The request is to rezone from One-Family Detach Dwelling District (RS-3.52) to Parks, Recreation and Open Space (P). The property was acquired by the City in 2017 for the purpose of creating a park on the property.

On May 20, 2015, the City of Fort Lauderdale Planning and Zoning Board denied Robert Black, the property owner of 2681 Riverland Road, and Palm Cove Estates’ application to replat the property for 14 single family homes. After the hearing, Robert Black approached the City regarding the prospect of selling his property to the City for public purpose use.

On July 18, 2016, Commissioner Romney Rogers held a neighborhood stakeholder meeting at City Hall to discuss the prospect of the City buying the property with Cemetery Funds and converting the 2681 Riverland Road property into a cemetery. Those in attendance were opposed to the idea of the property being used as a cemetery. City staff decided, following the meeting, to then begin the process of potentially buying the property with General Fund money and converting it to a public park. Conceptual renderings for the park at 2681 Riverland Road are included as part of this agenda item as Exhibit 3.

On March 21, 2017, City Commission approved Resolution 17-53 amending the agreement between Broward County and the City related to annexation of the Riverland area. The resolution allowed the City to use $678,905 for the purpose of acquiring land for the creation of a public park. The property was purchased for $2,200,000.00 on October 31, 2017.

In accordance with the City’s Unified Land Development Code, Section 47-24.4, Rezoning, an application to rezone shall address specific criteria contained in Section 47-24.4.D. Outlined below are responses to the criteria.

1. The zoning district proposed is consistent with the city’s comprehensive plan.

RESPONSE: The City’s Comprehensive Plan is designed to address the needs and aspirations of the community while addressing the City’s requirements for growth. Rezoning of this parcel will enable the City to meet the following goals and objectives of the City’s comprehensive Plan. Goal 1: Provide levels of service for
Parks and Recreation Facilities sufficient to meet the existing and future needs of the City of Fort Lauderdale's population. Objective 1.1: The City will provide parkland and open space to meet a Level of Service Standard of 3 acres per one thousand residents. Policy 1.1.2 states that all city owned/designated park sites are to be zoned P for Parks, Recreation and Open Space and have a land use designation of Park-Open Space, where appropriate.

This item additionally advances the Fast Forward Fort Lauderdale 2035 Vision Plan and supports the City's Press Play Fort Lauderdale Strategic Plan 2018 initiative specifically advancing: Goal 3: Be a community that finds opportunities and leverages partnerships to create unique, inviting, and connected gathering in places that highlight our beaches, waterways, urban areas, and parks as well as Objective 1: Improve access to and enjoyment of our beach, Riverwalk, waterways, parks and open spaces for everyone.

2. Substantial changes in the character of development in or near the area under consideration supports the proposed rezoning.

RESPONSE: Parks and open space serve public recreation needs, not only by providing space for outdoor recreational activities, but also by providing visual relief to the landscape. The character of development of the parcel with its landscaping and vegetation supports the proposed rezoning. If approved the use of this land, inclusive of the proposed park amenities, will be consistent with the City’s pattern of development for Parks and Recreation uses.

3. The character of the area proposed is suitable for the uses permitted in the proposed zoning district and is compatible with surrounding districts and uses.

RESPONSE: The rezoning of the property to Park is compatible with the surrounding Residential uses within the area of the subject property. To mitigate any adverse impacts from the rezoning to Park, a landscaped buffer will be installed along the boundary of the site. The rezoning will naturally tie the residential properties located and around the Project. The character of the surrounding area, together with the enhancements as proposed, all support that the proposed re-zoning is compatible with surrounding districts and uses.

Thank you for your time and attention on this matter.

Sincerely,

Phil Thornburg, Director
SCALE 1" = 150'

SKETCH AND DESCRIPTION
TO ACCOMPANY REZONING PETITION
FROM "RS-3.52" TO "P"
2681 RIVERLAND ROAD

LEGAL DESCRIPTION:
Lot 1 and Lot 2, Block 1, "RIVER-LANDS",
according to the plot thereof as recorded in
Plat Book 19, Page 12 of the public records of
Broward County, Florida.

TOGETHER WITH:
The South 20.0 feet of the North one-half
(N 1/2) of Lots 11 and 12, Block 10, "MARY
BRICKELS AMENDED PLAT" OF SECTION 17,
TOWNSHIP 50 SOUTH, RANGED 42 EAST,
according to the plot thereof, as recorded in
Plat Book 1, Page 72, of the public records of
Miami-Dade County, Florida, less the East 250
feet thereof.

Said Lands situate, lying and being in the City
of Fort Lauderdale, Broward County, Florida,
and containing 221,911 square feet or 5.0944 acres
more or less.

CERTIFICATION
Certified Correct. Dated at
Fort Lauderdale, Florida this
2nd day of November, 2018.

McLAUGHLIN ENGINEERING COMPANY

JERALD A. McLAUGHLIN
Registered Land Surveyor No. 5269
State of Florida.

FIELD BOOK NO. 

JOB ORDER NO. V-3877 

REF. DWG.: 91-3-88 

DRAWN BY: JMMF 

CHECKED BY: C:jmmf\2018\V3788
Public Participation Notification Affidavit

Applicant must provide notification according to the procedure listed below for projects listed in Sec. 47-27.4A.2.c.

- A minimum of 21 days prior to the Development Review Committee (DRC) meeting, a notice from the applicant via letter or e-mail shall be provided to any official city-recognized civic organization(s) within 300 feet of the proposed project, notifying of the date, time and place of the DRC meeting.
- Prior to submittal of application to the Planning and Zoning Board (PZB), a notice from the applicant via letter or e-mail shall be provided to official city-recognized civic organization(s) within 300 feet of the proposed project, notifying of the date, time and place of applicant's project presentation meeting to take place prior to the PZB hearing.
- The applicant shall conduct a public participation meeting(s) a minimum of 30 days prior to the PZB hearing.
- After the public participation meeting(s), the applicant shall provide a written report letter to the Department of Sustainable Development, with copy to subject association(s), documenting the date(s), time(s), location(s), number of participants, presentation material and general summary of the discussion after a public participation meeting(s) has taken place a minimum of 30 days prior to the PZB hearing. The report letter shall summarize the substance of comments expressed during the process and shall be made a part of the administrative case file record.
- The applicant shall, ten (10) days prior to DRC and again for the PZB, execute and submit to the department an affidavit of proof of public notice according to this section. If the applicant fails to submit the affidavit the public hearing will be postponed until the next hearing after the affidavit has been supplied.

AFFIDAVIT OF PUBLIC PARTICIPATION NOTIFICATION

STATE OF FLORIDA
BROWARD COUNTY

RE: PLANNING AND ZONING BOARD CASE NO. Z18008

APPLICANT: City of Fort Lauderdale, Parks & Recreation Department

PROPERTY: 2681 Riverland Road

PUBLIC HEARING DATE: November 13, 2018

BEFORE ME, the undersigned authority, personally appeared Phil Thornburg, who upon
being duly sworn and cautioned, under oath deposes and says:

1. Affiant is the Applicant in the above cited City of Fort Lauderdale Development Review Case.

2. The Affiant/Applicant has mailed or has caused to be mailed, via postal service or electronic mail, a letter to any official city-recognized civic organization(s) within 300 feet of the proposed project, notifying of the date, time and place of the Public Participation meeting.

3. That the letter referenced in Paragraph two (2) above was mailed prior to the submittal of the PZB application meeting cited above.

4. That the public participation meeting was held at least thirty (30) days prior to the date of the PZB meeting cited above.

5. Affiant has prepared a summary of the public participation meeting cited above that documents the date(s), time(s), location(s), number of participants, presentation material and general summary of the discussion and comments expressed during the process.

6. Affiant acknowledges that this Affidavit must be executed and filed with the City's Urban Design & Planning office ten (10) days prior to the date of the Planning and Zoning Board meeting and if the Affidavit is not submitted, the Public Hearing on this case shall be cancelled.

7. Affiant is familiar with the nature of an oath or affirmation and is familiar with the laws of perjury in the State of Florida and the penalties therefor.
SWORN TO AND SUBSCRIBED before me in the County and State above aforesaid this 6th day of November, 2015.

(SEAL)

NOTARY PUBLIC
MY COMMISSION EXPIRES:

NOTE: I understand that if my sign is not returned within the prescribed time limit as noted in Sec. 47.27.3.i of the City of Fort Lauderdale ULDR, I will forfeit my sign deposit. (Initial here)

PT Initials of applicant (or representative) receiving sign as per 47-27.2(3)(A-J)
SIGN NOTICE

Applicant must POST SIGNS (for Planning and Zoning Board and City Commission Hearings) according to Sec. 47-27.4.

- Sign Notice shall be given by the applicant by posting a sign provided by the City stating the time, date and place of the Public Hearing on such matter which is the subject of the application for a development permit. If more than one (1) public hearing is held on a matter, the date, time and place shall be stated on the sign or changed as applicable.
- The sign shall be posted at least fifteen (15) days prior to the date of the public hearing.
- The sign shall be visible from adjacent rights-of-way, including waterways, but excepting alleys.
- If the subject property is on more than one (1) right-of-way, as described above, a sign shall be posted facing each right-of-way.
- If the applicant is not the owner of the property that is subject of the application, the applicant shall post the sign on or as near to the subject property as possible subject to permission of the owner of the property where the sign is located or, in a location in the right-of-way if approved by the City.
- Development applications for more than one (1) contiguous development site shall be required to have sign notice by posting one (1) sign in each geographic direction, (north, south, east and west) on the public right-of-way at the perimeter of the area under consideration.
- If the sign is destroyed or removed from the property, the applicant is responsible for obtaining another sign from the City and posting the sign on the property.
- The sign shall remain on the property until final disposition of the application. This shall include any deferral, rehearing, appeal, request for review or hearings by another body. The sign information shall be changed as above to reflect any new dates.
- The applicant shall, five (5) days prior to the public hearing, execute and submit to the department an affidavit of proof of posting of the public notice sign according to this section. If the applicant fails to submit the affidavit the public hearing will be postponed until the next hearing after the affidavit has been supplied.

AFFIDAVIT OF POSTING SIGNS

STATE OF FLORIDA
BROWARD COUNTY

RE: BOARD OF ADJUSTMENT
HISTORIC PRESERVATION BOARD
PLANNING AND ZONING BOARD
CITY COMMISSION

CASE NO. Z18008

APPLICANT: City of Fort Lauderdale Parks & Recreation Dept.

PROPERTY: 2081 Riverland Rd

PUBLIC HEARING DATE: 11/13/18

BEFORE ME, the undersigned authority, personally appeared ____________________________, who upon being duly sworn and cautioned, under oath deposes and says:

1. Affiant is the Applicant in the above-cited City of Fort Lauderdale Board or Commission Case.

2. The Affiant/Applicant has posted or has caused to be posted on the Property the signage provided by the City of Fort Lauderdale, which signage notifies the public of the time, date and place of the Public Hearing on the application for relief before the Board or Commission.

3. That the sign(s) referenced in Paragraph two (2) above was posted on the Property in such manner as to be visible from adjacent streets and waterways and was posted at least fifteen (15) days prior to the date of the Public Hearing cited above and has remained continuously posted until the date of execution and filing of this Affidavit. Said sign(s) shall be visible from and within twenty (20) feet of streets and waterways, and shall be securely fastened to a stake, fence, or building.

4. Affiant acknowledges that the sign must remain posted on the property until the final disposition of the case before the Board or Commission. Should the application be continued, deferred or re-heard, the sign shall be amended to reflect the new dates.

5. Affiant acknowledges that this Affidavit must be executed and filed with the City's Urban Design & Planning office five (5) calendar days prior to the date of Public Hearing and if the Affidavit is not submitted, the Public Hearing on this case shall be canceled.

6. Affiant is familiar with the nature of an oath or affirmation and is familiar with the laws of perjury in the State of Florida and the penalties therefore.

Affiant

______________________________

[Signature]

[Seal]

[Seal]

NOTARY PUBLIC

MY COMMISSION EXPIRES:

[Seal]

STACEY E. DALEY

Notary Public - State of Florida

Commission Expires: 06/19/22

[Seal]

INITIALS OF APPLICANT (OR REPRESENTATIVE) RECEIVING SIGN AS PER 47-27-2(3)(A-J)

INITIAL HERE: ____________________________

NOTE: If my sign is not posted within the prescribed time limit as noted in Sec. 47.27.31 of the City of Fort Lauderdale UDO, I will forfeit my sign deposit.

[Seal]

[Seal]

[Seal]
RESOLUTION NO. 17-53

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AMENDMENT TO THE ANNEXATION OF THE RIVERLAND AREA AGREEMENT WITH BROWARD COUNTY TO ALLOW THE CITY TO USE FUNDS TOWARDS LAND ACQUISITION FOR THE CREATION OF A PUBLIC PARK AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fort Lauderdale (hereinafter referred to as the "CITY") and Broward County (hereinafter referred to as the "COUNTY") entered into an agreement for annexation of the Riverland Area into the CITY on December 3rd, 2002 ("Agreement"); and

WHEREAS, the parties acknowledge that the CITY has met all of its obligations under the Agreement except with regard to the expenditure of $700,000 (the "Remaining Sum"), which has already been paid to the CITY in full by the COUNTY; and

WHEREAS, the CITY and COUNTY wish to amend the Agreement to allow the CITY the flexibility to allocate the Remaining Sum for land acquisition for public park use;

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

SECTION 1. That the proper City officials are hereby authorized to execute an amendment to the agreement for annexation of the Riverland Area Local to allocate the Remaining Sum for land acquisition for public park use.

SECTION 2. That if any clause, section or other part of this Resolution shall be held invalid or unconstitutional by any court of competent jurisdiction, the remainder of this Resolution shall not be affected thereby, but shall remain in full force and effect.
RESOLUTION NO. 17-53

SECTION 3. That this Resolution shall be in full force and effect upon final passage.

ADOPTED this the 21st day of March, 2017.

ATTEST:

City Clerk
JEFFREY A. MODARELLI

Mayor
JOHN P. “JACK” SEILER
October 29, 2018

**Meeting Notice: Planning and Zoning Board**

Dear Property Owner:

The Planning and Zoning Board, acting as the Local Planning Agency (LPA), will hold a public hearing on **Tuesday, November 13, 2018, at 6:30 p.m.** in the City Commission Chambers, City Hall, 100 North Andrews Avenue, Fort Lauderdale, FL to determine whether the following application is found to be consistent with the Goals, Objectives and Policies of the Comprehensive Plan and the City’s Unified Land Development Code (ULDR).

**Case No:** Z18008  
**Request:** Rezoning from One-Family Detached Dwelling District (RS-3.52) to Parks, Recreation and Open Space (P).  
**Legal Description:** River Lands 19-12 B Lots 1 & 2 Block 1 & Together with South 20 of North 1/2 of Lots 11 & 12 of block 10 less East 250 thereof of Mary Brickells, Amended Plat 1-72 D.  
**General Location:** 2681 Riverland Road (also known as the Riverland Road Parcel).  
**Commission District:** 4 – Ben Sorensen

Should you desire to comment on this request, you may attend the hearing or send comments in writing to the Department of Sustainable Development, Urban Design and Planning Division, 700 N. W. 19 Avenue, Fort Lauderdale, Florida, 33311.


Sincerely,  
Jim Hetzel, Principal Planner, Case Planner  
Urban Design and Planning Division

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If any person decides to appeal any decision made with respect to any matter considered at this public meeting or hearing, he/she will need a record of the proceedings, and for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

If you desire auxiliary services to assist in viewing or hearing the meetings or reading agendas and minutes for the meetings, please contact the City Clerk at (954) 828-5002 two (2) days prior to the meeting and arrangements will be made to provide these services for you. A turnkey video system is also available for your use during this meeting.
PLANNING & ZONING BOARD (PZB)

Rezoning Application
(For a rezone only, not tied to a site plan and/or not requiring flexibility units or acreage.)

Cover: Deadline, Notes, and Fees
Page 1: Applicant Information Sheet
Page 2: Applicant Information Sheet, continued
Page 3: Required Documentation & Mail Notice Requirements
Page 4: Sign Notification Requirements & Affidavit

DEADLINE: Submittals are received prior to 4:00 PM Monday through Thursday and prior to 12:00 PM on Friday. Pursuant to Section 47-24.1(1), the Department will review all applications to determine completeness within five (5) business days. Applicants will be notified via e-mail, if plans do not meet the submittal requirements and if changes are required.

NOTE: If your development site is separated by any public right-of-way (alley, alley reservation, or ROW easement) you must complete a separate application for each parcel.

NOTE: Optional 15-minute time slots are available during DRC meetings for scheduling to applicants, for general project inquiries or to obtain signatures on completed DRC plans (including Pre-Planning and Zoning Board, Pre-City Commission and Final DRC plans) from all representatives at one time in preference to scheduling individual appointments. Appointments are subject to availability. To make an appointment, please call 954-828-6531 latest by Friday at 12:00 noon prior to the meeting date.

FEES: All applications for development permits are established by the City Commission, as set forth by resolution and amended from time to time. In addition to the application fee, any additional costs incurred by the City including review by a consultant on behalf of the City, or special advertising costs shall be paid by the applicant. Any additional costs, which are unknown at the time of application, but are later incurred by the City, shall be paid by the applicant prior to the issuance of a development permit.

X Rezoning $ 1,010.00
INSTRUCTIONS: The following information is requested pursuant to the City’s Unified Land Development Regulations (ULDR). The application must be filled out accurately and completely. Please print or type and answer all questions. Indicate N/A if does not apply.

NOTE: To be filled out by Department

Case Number 218008

Date of complete submittal

NOTE: For purposes of identification, the PROPERTY OWNER is the APPLICANT

Property Owner's Name City of Fort Lauderdale

Property Owner's Signature

Address, City, State, Zip 100 N. Andrews Avenue, Fort Lauderdale, FL 33301

Email Address lefeldman@fortlauderdale.gov

Phone Number 954-828-9669

Proof of Ownership [ ] Warranty Deed or [X] Tax Record

NOTE: IF AGENT is to represent OWNER, notarized letter of consent is required

Applicant / Agent's Name City of Fort Lauderdale, Parks and Recreation Department

Applicant / Agent's Signature Phi Thomburg, Director

Address, City, State, Zip 701 S. Andrews Avenue, Fort Lauderdale, FL 33316

Email Address pthomburg@fort Lauderdale.gov

Phone Number 954-828-5349

Letter of Consent Submitted Yes

Development / Project Name Riverland Road Parcel

Development / Project Address

Legal Description River lands 19-12 B Lots 1 & 2 Block 1 & Together with South 20 of North 1/2 of Lots 11 & 12 of block 10 less East 250 thereof of Mary Brickells Amended Plat 1-72 D

FID Folio Numbers (For all parcels in development) 504217020020

Request / Description of Project Request for Rezoning from One-Family Detach Dwelling District (RS-3.52) to Parks, Recreation and Open Space (P)

Applicable ULDR Sections ULDR, Sec. 47.24.4, Rezoning Criteria

ULDR, Sec. 47.25.2, Adequacy Review

Total Estimated Cost of Project $1,000,000.00 (including land costs)

Future Land Use Designation Residential Irregular 3.52

Proposed Land Use Designation Residential Irregular 3.52

Current Zoning Designation One-Family Detach Dwelling District (RS-3.52) – County Zoning

Proposed Zoning Designation Parks, Recreation and Open Space (P)

Current Use of Property Single family homes - vacant

Residential SF (and Type) n/a

Non-Residential SF (and Type) n/a

Number of Residential Units n/a (2 existing structures)

Total Bldg. SF (include structural framing) 2 existing structures totaling 5,029 square feet

Site Adjacent to Waterway [ ] Yes [X] No

Dimensional Requirements

<table>
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<tr>
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<th>Proposed</th>
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<tbody>
<tr>
<td>Lot Size (SF / Acreage) 10,000 Square Feet / 22 Acres (min)</td>
<td>221,911 Square Feet / 5.09 Acres</td>
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<tr>
<td>Lot Density 3.52 Units/acre (max)</td>
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<td>Lot Width 60 Feet (min)</td>
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<tr>
<td>Parking Spaces 2 Spaces per Dwelling Unit</td>
<td>1% of Park Open Space Area</td>
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NOTE: State north, south, east or west for each yard.

Setbacks/Yards*

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<td>Side (N)</td>
<td>7.5 Feet</td>
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<td>Side (W)</td>
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<tr>
<td>Rear (S)</td>
<td>15 Feet</td>
</tr>
</tbody>
</table>

Updated: 4/11/18

PZB_RezoneApp_RiverlandParcel
Page 2: PZB Rezone - Applicant Information Sheet – cont.

APPLICANT MUST INDICATE:

Provide a narrative indicating satisfaction of the following:

1. The zoning district proposed is consistent with the City's Comprehensive Plan.

See attached

2. Substantial changes in the character of development in or near the area under consideration supports the proposed rezoning.

See attached

3. The character of the area proposed is suitable for the uses permitted in the proposed zoning district and is compatible with surrounding districts and uses.

See attached

All applicable provisions of ULDR Sec. 47-8.30 (Rezoning) shall be satisfied.

A. Application. Rezoning to an X district may only be initiated by application of the owner(s) of the property proposed to be rezoned and when the property to be rezoned will be used for business uses with the owner of the business property as co-applicant. The application shall include the following:

1. All information required for an application for a site plan level II Permit pursuant to Section 47-24, Development Permits and Procedures, and for a rezoning development permit.

2. Identification of the permitted use or uses proposed for the property to be rezoned.
3. A general vicinity map consisting of an eight and one-half (8½) inch by eleven (11) inch street map at a scale of not less than one (1) inch equals five hundred (500) feet identifying the parcel proposed to be rezoned and, if business is proposed, the business property to which the exclusive use property is to be joined, and all lots located within a seven hundred (700) foot radius of the parcel to be rezoned. The map shall show existing zoning, all residential uses and the heights of all structures in the seven hundred (700) foot area.

4. An area map showing the parcel proposed for rezoning and all new, existing or proposed redevelopment. If the parcel to be rezoned exclusive use is to be used as a parking facility which will serve a particular use, the area map shall show all new, existing or proposed redevelopment on the site which the parking is intended to serve. If the parcel is to be used for a business use, the area map shall show the business property to which the property proposed for exclusive use will be joined.

5. A site plan for the proposed use which shows how the proposed use will meet the performance criteria provided herein including if applicable, elevations, surrounding commercial and residential areas, location and sizes of signs, location of landscaping and other buffers, and vehicular and pedestrian movement between the proposed parcel to be rezoned and the surrounding areas.

6. All studies required to be submitted as provided in this section.

<table>
<thead>
<tr>
<th>Additional property owners who wish to be included in the request, if applicable. Use additional sheets if necessary.</th>
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</thead>
<tbody>
<tr>
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<td>N/A</td>
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<tr>
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</tr>
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Page 3: Required Documentation / Mail Notice Requirements

One (1) copy of the following documents:

☐ Completed application (all pages must be filled out where applicable)
☐ Mail notification documents
☐ Proof of ownership (warranty deed or tax record), including corporation documents if applicable
☐ Property owners signature and/or agent letter signed by the property owner
☐ Color photographs of the entire property and all surrounding properties, dated and labeled and identified as to orientation.
☐ One (1) electronic version of complete application and plans in PDF format

Two (2) original sets, signed and sealed, of Pre-PZB plans at 24" x 36"
Thirteen (13) copy sets, of Pre-PZB half-size scaled plans at 12" x 18"

☐ Narrative describing project request. Narratives must be on letterhead, dated, and with author indicated.
☐ Narrative quoting all applicable sections of the ULDR, with point-by-point responses of how project complies with such criteria. Narratives must be on letterhead, dated, and with author indicated.
☐ Land Use and Zoning maps indicating all properties within 700 ft. of the subject property. These should be obtained from Urban Design & Planning Division. Site should be highlighted or clearly marked to identify the parcel(s) under consideration on all sets.
☐ Cover sheet on plan set to state project name and table of contents.
☐ Current survey(s) of property, signed and sealed, showing existing conditions; survey must be As-Built and Topographic with Right-of-Way and Easement Vacations Excluded. The survey should consist of the proposed project site alone. Do not include adjacent properties or portions of lands not included in the proposed project unless specifically requested by the City.
☐ Provide separate sketch and legal description of portion of property to be rezoned (if different than entire site).
☐ Most current recorded plat including amendments, with site highlighted. This may be obtained from Broward County Public Records at 115 S. Andrews Ave. Note: for Change of Use applications, this is not required.
☐ Aerial photo indicating all properties within 700 ft. of the subject property. Must be clear and current with site highlighted.

Note: All copy sets must be clear and legible. If original set is in color, copy sets must also be in color.
Note: Plans must be bound, stapled and folded to 8 1/2 x 11". All non-plan documents should be 8 1/2 x 11" and stapled or bound.
Note: Civil Engineering plans are only required at Final-DRC sign-off. Contact DRC Engineering Representative for details.
Note: For examples of project narratives, site plan data tables, and renderings required with your application, please refer to the "Submittal Reference Book" available at the Planning & Zoning Department office.

Applicant's Affidavit
I acknowledge that the Required Documentation and Technical Specifications of the application are met:

<table>
<thead>
<tr>
<th>Print Name</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phil Thornburg</td>
<td></td>
</tr>
</tbody>
</table>

Signature

Date 10/17/2018

MAIL NOTIFICATION
Notice shall be in the form provided by the department and mailed on the date the application is accepted by the department. The names and addresses of homeowner associations shall be those on file with the City Clerk.

- REQUIREMENT: Mail notice of development proposal shall be provided to real property owners within 300 feet of applicant's property, as listed in the most recent ad valorem tax records of Broward County.
- TAX MAP: Applicant shall provide a tax map of all property within the required notification radius, with each property clearly shown and delineated. Each property within the notice area must be numbered (by Folio ID) on the map to cross-reference with property owners notice list.
- PROPERTY OWNERS NOTICE LIST: Applicant shall provide a property owners notice list with the names, property control numbers (Folio ID) and complete addresses for all property owners within the required notification radius. The list shall also include all homeowners associations, condominium associations, municipalities and counties, as indicated on the tax roll.
- ENVELOPES: The applicant shall provide business size (#10) envelopes with first class postage attached (stamps only, metered mail will not be accepted). Envelopes must be addressed to all property owners within the required notification radius, and mailing addresses must be typed or labeled; no handwritten addresses will be accepted. Indicate the following as the return address on all envelopes: City of Fort Lauderdale, Urban Design & Planning, 700 NW 19th Avenue, Fort Lauderdale, FL 33311.

Updated: 12/10/2015

PZB_RezPathApp
• **DISTRIBUTION:** The City of Fort Lauderdale, Urban Design & Planning will mail all notices prior to the public hearing meeting date, as outlined in Section 47-27.
October 17, 2018

Re: City of Fort Lauderdale - Riverland Road Parcel
Rezoning Request from One-Family Detach Dwelling District (RS-3.52) to Parks, Recreation and Open Space (P)

The City of Fort Lauderdale is seeking to rezone 221,911 square feet (5.09 acres) parcel of land located at 2681 Riverland Road. The request is to rezone from One-Family Detach Dwelling District (RS-3.52) to Parks, Recreation and Open Space (P). The property was acquired by the City in 2017 for the purpose of creating a park on the property.

On May 20, 2015, the City of Fort Lauderdale Planning and Zoning Board denied Robert Black, the property owner of 2681 Riverland Road, and Palm Cove Estates’ application to replat the property for 14 single family homes. After the hearing, Robert Black approached the City regarding the prospect of selling his property to the City for public purpose use.

On July 18, 2016, Commissioner Romney Rogers held a neighborhood stakeholder meeting at City Hall to discuss the prospect of the City buying the property with Cemetery Funds and converting the 2681 Riverland Road property into a cemetery. Those in attendance were opposed to the idea of the property being used as a cemetery. City staff decided, following the meeting, to then begin the process of potentially buying the property with General Fund money and converting it to a public park. Conceptual renderings for the park at 2681 Riverland Road are included as part of this agenda item as Exhibit 3.

On March 21, 2017, City Commission approved Resolution 17-53 amending the agreement between Broward County and the City related to annexation of the Riverland area. The resolution allowed the City to use $698,905 for the purpose of acquiring land for the creation of a public park. The property was purchased for $2,200,000.00 on October 31, 2017.

In accordance with the City’s Unified Land Development Code, Section 47-24.4, Rezoning, an application to rezone shall address specific criteria contained in Section 47-24.4.D. Outlined below are responses to the criteria.

1. The zoning district proposed is consistent with the city's comprehensive plan.

   RESPONSE: The City's Comprehensive Plan is designed to address the needs and aspirations of the community while addressing the City's requirements for growth. Rezoning of this parcel will enable the City to meet the following goals and objectives of the City's comprehensive Plan. Goal 1: Provide levels of service for
Parks and Recreation Facilities sufficient to meet the existing and future needs of the City of Fort Lauderdale’s population. Objective 1.1: The City will provide parkland and open space to meet a Level of Service Standard of 3 acres per one thousand residents. Policy 1.1.2 states that all city owned/designated park sites are to be zoned P for Parks, Recreation and Open Space and have a land use designation of Park-Open Space, where appropriate.

This item additionally advances the Fast Forward Fort Lauderdale 2035 Vision Plan and supports the City’s Press Play Fort Lauderdale Strategic Plan 2018 initiative specifically advancing: Goal 3: Be a community that finds opportunities and leverages partnerships to create unique, inviting, and connected gathering in places that highlight our beaches, waterways, urban areas, and parks as well as Objective 1: Improve access to and enjoyment of our beach, Riverwalk, waterways, parks and open spaces for everyone.

2. Substantial changes in the character of development in or near the area under consideration supports the proposed rezoning.

RESPONSE: Parks and open space serve public recreation needs, not only by providing space for outdoor recreational activities, but also by providing visual relief to the landscape. The character of development of the parcel with its landscaping and vegetation supports the proposed rezoning. If approved the use of this land, inclusive of the proposed park amenities, will be consistent with the City’s pattern of development for Parks and Recreation uses.

3. The character of the area proposed is suitable for the uses permitted in the proposed zoning district and is compatible with surrounding districts and uses.

RESPONSE: The rezoning of the property to Park is compatible with the surrounding Residential uses within the area of the subject property. To mitigate any adverse impacts from the rezoning to Park, a landscaped buffer will be installed along the boundary of the site. The rezoning will naturally tie the residential properties located and around the Project. The character of the surrounding area, together with the enhancements as proposed, all support that the proposed re-zoning is compatible with surrounding districts and uses.

Thank you for your time and attention on this matter.

Sincerely,

Phil Thornburg, Director
The subject is located at 2681 Riverland Road, Fort Lauderdale, FL 33312.
Prepared by:
Patricia A. Nugent
Attorney at Law
Nugent & Ground LLC
2455 E. Sunrise Blvd. Suite 807
Fort Lauderdale, FL 33304
954-537-1717
File Number: 17-1474-PCL
Will Call No.: 

Parcel Identification No. 5042 17 02 0020

Warranty Deed
(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this 3rd day of November, 2017 between Robert Black and Susan Terese Black, husband and wife whose post office address is P.O. Box 14544, Fort Lauderdale, FL 33302 of the County of Broward, State of Florida, grantor*, and City of Fort Lauderdale, a Florida Municipal Corporation whose post office address is 100 N. Andrews Avenue, Fort Lauderdale, FL 33301 of the County of Broward, State of Florida, grantee*,

Witnesseth that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Broward County, Florida, to-wit:

Lot 1, and all of Lot 2, Block 1, "RIVER-LANDS", according to the Plat thereof, as recorded in Plat Book 19, Page 12, of the Public Records of Broward County, Florida.

TOGETHER WITH:

The South 20 feet of the North one-half (N 1/2) of Lots 11 and 12, Block 10, MARY BRICKELL'S AMENDED PLAT of Section 17, Township 50 South, Range 42 East, according to the Plat thereof, as recorded in Plat Book 1, Page 72, of the Public Records of Miami-Dade County, Florida, Less the East 250 feet. Said lands now situate, lying and being in Broward County, Florida.

Subject to taxes for 2017 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any, which are not reimposed by this Deed.

and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

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

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.
Signed, sealed and delivered in our presence:

[Signature]

Witness Name: Carmen Nugent

Witness Name: Carol Eoin

Witness Name: [Signature]

Witness Name: [Signature]

[Signature]

Robert Black

Susan Terese Black

State of Florida
County of Broward

The foregoing instrument was acknowledged before me this 51st day of October, 2017 by Robert Black and Susan Terese Black, who [ ] are personally known to me or [X] have produced a driver's license as identification.

Notary Public

Printed Name: ________________________________

My Commission Expires: ______________________
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<thead>
<tr>
<th>Print Name</th>
<th>Phone Number</th>
<th>Email</th>
</tr>
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<tr>
<td>Mark Cantor</td>
<td>954-729-6220</td>
<td><a href="mailto:thyremedic@aol.com">thyremedic@aol.com</a></td>
</tr>
<tr>
<td>Charles Leikarte</td>
<td>954-610-5277</td>
<td><a href="mailto:cleikarte@yahoo.com">cleikarte@yahoo.com</a></td>
</tr>
<tr>
<td>Kathy Leikarte</td>
<td>954-246-9812</td>
<td><a href="mailto:kleikarte@yahoo.com">kleikarte@yahoo.com</a></td>
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<tr>
<td>Lee Baccall</td>
<td>954-791-8575</td>
<td><a href="mailto:lee@binarystar.com">lee@binarystar.com</a></td>
</tr>
<tr>
<td>Jack Albrecht</td>
<td>567-1350</td>
<td><a href="mailto:pjackalbrecht@gmail.com">pjackalbrecht@gmail.com</a></td>
</tr>
<tr>
<td>Sally Creswell</td>
<td>954-581-7091</td>
<td><a href="mailto:thecreswells@comcast.net">thecreswells@comcast.net</a></td>
</tr>
<tr>
<td>Irina Tokar</td>
<td>954-289-6891</td>
<td><a href="mailto:irina@fortlauderdale.gov">irina@fortlauderdale.gov</a></td>
</tr>
<tr>
<td>Dalia Grujicic</td>
<td>954-828-5555</td>
<td><a href="mailto:drinkie@fortlauderdale.gov">drinkie@fortlauderdale.gov</a></td>
</tr>
<tr>
<td>Gina Rivera</td>
<td>954-828-5124</td>
<td><a href="mailto:ginacarla@fortlauderdale.gov">ginacarla@fortlauderdale.gov</a></td>
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<td>Enrique Sanchez</td>
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### Property Assessment Values

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### 2018 Exemptions and Taxable Values by Taxing Authority

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<th>Municipal</th>
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<td>Assessed/SOH</td>
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### Sales History

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### Land Calculations

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### Special Assessments

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</tbody>
</table>
TO: Honorable Mayor & Members
Fort Lauderdale City Commission

FROM: Lee R. Feldman, ICMA-CM, City Manager

DATE: September 19, 2017

TITLE: Resolution to Approve the Purchase Contract for the Property Located at 2681 Riverland Road for $2,200,000

Recommendation
It is recommended that the City Commission adopt a resolution approving the purchase contract for the privately owned property located at 2681 Riverland Road for $2,200,000.

Background
On May 20, 2015, the City of Fort Lauderdale Planning and Zoning Board denied Robert Black, the property owner of 2681 Riverland Road, and Palm Cove Estates’ application to replat the property for 14 single family homes. After the hearing, Robert Black approached the City regarding the prospect of selling his property to the City for public purpose use.

On July 18, 2016, Commissioner Romney Rogers held a neighborhood stakeholder meeting at City Hall to discuss the prospect of the City buying the property with Cemetery Funds and converting the 2681 Riverland Road property into a cemetery. Those in attendance were opposed to the idea of the property being used as a cemetery. City staff decided, following the meeting, to then begin the process of potentially buying the property with General Fund money and converting it to a public park. Conceptual renderings for the park at 2681 Riverland Road are included as part of this agenda item as Exhibit 3.

On March 21, 2017, City Commission approved Resolution 17-53 amending the agreement between Broward County and the City related to annexation of the Riverland area. The resolution allowed the City to use $698,905 for the purpose of acquiring land for the creation of a public park.

An appraisal (Exhibit 2) for the property was conducted by Allied Appraisal Services, Inc. on June 22, 2017 in which the property was valued at $2,390,000.

Resource Impact
There will be a current fiscal impact to the City in the amount of $2,200,000 upon closing.
Strategic Connections
This item is a *Press Play Fort Lauderdale Strategic Plan 2018* initiative, included within the Internal Support Cylinder of Excellence, specifically advancing:

- Goal 3: Be a community that finds opportunities and leverages partnerships to create unique, inviting, and connected gathering in places that highlight our beaches, waterways, urban areas, and parks.
- Objective 1: Improve access to and enjoyment of our beach, Riverwalk, waterways, parks and open spaces for everyone.

This item advances the *Fast Forward Fort Lauderdale 2035 Vision Plan: We Are Here.*

Attachments
Exhibit 1 – Resolution and Purchase Contract  
Exhibit 2 – Appraisal  
Exhibit 3 – Conceptual Renderings

Prepared by: Ryan Henderson, City Manager's Office

Department Director: Lee R. Feldman, ICMA-CM, City Manager
RESOLUTION NO. 17-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, APPROVING THE PURCHASE OF PROPERTY LOCATED AT 2681 RIVERLAND ROAD, FORT LAUDERDALE, FLORIDA, AS MORE PARTICULARLY DESCRIBED BELOW, IN THE AMOUNT OF $2,200,000.00; AUTHORIZING EXECUTION AND DELIVERY OF A CONTRACT FOR SALE AND PURCHASE OF THE PROPERTY; MAKING A FINDING OF A PUBLIC PURPOSE; AND FURTHER DELEGATING AUTHORITY TO THE CITY MANAGER TO EXECUTE THE CONTRACT FOR SALE AND PURCHASE AND ANY AND ALL DOCUMENTS AND INSTRUMENTS REASONABLY NECESSARY OR INCIDENTAL TO CONSUMMATION OF THE TRANSACTION; REPEALING ANY AND ALL RESOLUTIONS OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission finds that acquiring the property, being more particularly described below, located at 2681 Riverland Road, Fort Lauderdale, Florida for a public park serves a public purpose:

Lot 1 and the North 235.0 feet (as measured at right angles) of Lot 2, Block 1, “RIVER-LANDS”, according to the Plat thereof, as recorded in Plat Book 19, Page 12, of the Public Records of Broward County, Florida.

TOGETHER WITH:

The South 20 feet of the North one-half (N ½) of Lots 11 and 12, Block 10, “MARY BRICKELL’S AMENDED PLAT of Section 17, Township 50 South, Range 42 East, according to the Plat thereof, as recorded in Plat Book 1, Page 72, of the Public Records of Miami-Dade County, Florida, Less the East 250 feet. Said lands now situate, lying and being in Broward County, Florida.

Property Identification # 5042 17 02 0020
Street Address – 2681 Riverland Road, Fort Lauderdale, Florida 33312 (hereinafter, “Property”)

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

SECTION 1. That the City Commission hereby approves purchase of the Property located at 2681 Riverland Road in the amount of Two Million Two Hundred Thousand and No/100 Dollars ($2,200,000.00).

SECTION 2. That the City Commission hereby approves the Contract for Sale and Purchase (the “Contract”) attached hereto and authorizes execution thereof. Authority to execute the Contract and any other documents or instruments reasonably necessary or incidental to the sale and conveyance of the Property under the Contract is hereby delegated to the City Manager. Delivery of all documents and instruments shall be in accordance with the terms of the Contract.

SECTION 3. That the office of the City Attorney shall review and approve as to form all documents prior to their execution by City officials.

SECTION 4. That any and all Resolutions, or parts thereof, in conflict herewith are hereby repealed.

SECTION 5. That this Resolution shall be in full force and effect upon final passage.

ADOPTED this the _____ day of ___________________, 2017.

ATTEST:

____________________________
Mayor
JOHN P. “JACK” SEILER

____________________________
City Clerk
JEFFREY A. MODARELLI
1. PARTIES AND PROPERTY: City of Fort Lauderdale, a Florida municipal corporation ("Buyer")

2. agrees to buy and Robert Black and Susan Terese Black, husband and wife ("Seller")

3. agrees to sell the property as: Street Address: 2881 Riverland Road, Fort Lauderdale Florida 33312

4. Legal Description: Lot 1 & North 3.25 of 2, Block 1, of River-Lands, Plat Book 19, Page 12, Broward County, Florida.

tog with $20 feet North 1/2 Lots 11, 12, Mary Brickell's Amended Plat, PB 1, Pge 72 less the East 250 Feet

5. and the following Personal Property: NA

(all collectively referred to as the "Property") on the terms and conditions set forth below.

2. PURCHASE PRICE:

   $ 2,200,000.00

   (a) Deposit held in escrow by ___________________________ ("Escrow Agent") (checks are subject to actual and final collection)

   Escrow Agent's address: ___________________________ Phone: ___________________________

   (b) Additional deposit to be made to Escrow Agent within ___ days after Effective Date

   (c) Additional deposit to be made to Escrow Agent within ___ days after Effective Date

   (d) Total financing (see Paragraph 5)

   (e) Other ____________________________________________

   (f) All deposits will be credited to the purchase price at closing. Balance to close, subject to adjustments and prorations, to be paid with locally drawn cashier's or official bank check(s) or wire transfer.

   $ 2,200,000.00

3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME: Unless this offer is signed by Seller and Buyer and an executed copy delivered to all parties on or before September 15, 2017, this offer will be withdrawn and the Buyer's deposit, if any, will be returned. The time for acceptance of any counter offer will be 3 days from the date the counter offer is delivered. The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer. Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays. Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next business day. Time is of the essence in this Contract.

4. CLOSING DATE AND LOCATION:

   (a) Closing Date: This transaction will be closed on October 27, 2017 (Closing Date), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property insurance, Buyer may postpone closing up to 5 days after the insurance underwriting suspension is lifted.

   Buyer (______) (______) and Seller (______) (______) acknowledge receipt of a copy of this page, which is Page 1 of 8 Pages.
(b) Location: Closing will take place in Broward County, Florida. (If left blank, closing will take place in the county where the property is located.) Closing may be conducted by mail or electronic means.

5. THIRD PARTY FINANCING:

BUYER’S OBLIGATION: Within ___ days (45 days if left blank) after Effective Date, Buyer will apply for third-party financing in an amount not to exceed ___% of the purchase price and ___ of the interest rate will vary with a fixed interest rate not to exceed ___% per year with an initial variable interest rate not to exceed ___%, with points or commitment fees not to exceed ___% of the principal amount, for a term of ___ years, amortized over ___ years, with additional terms as follows:

Buyer will timely provide any and all credit, employment, financial and other information reasonably required by any lender. Buyer will use good faith and reasonable diligence to (i) obtain Loan Approval within ___ days (45 days if left blank) from Effective Date (Loan Approval Date), (ii) satisfy terms and conditions of the Loan Approval; and (iii) close the loan. Buyer will keep Seller and Broker fully informed about the loan application status and authorizes the mortgage broker and lender to disclose all such information to Seller and Broker. Buyer will notify Seller immediately upon obtaining financing or being rejected by a lender. CANCELLATION: If Buyer, after using good faith and reasonable diligence, fails to obtain Loan Approval by Loan Approval Date, Buyer may return to Buyer ___ days (3 days if left blank) deliver written notice to Seller stating Buyer either waives this financing contingency or cancels this Contract. If Buyer does neither, then Seller may cancel this Contract by delivering written notice to Buyer at any time thereafter. Unless this financing contingency has been waived, this Contract shall remain subject to the satisfaction, by closing, of those conditions of Loan Approval related to the Property. DEPOSIT(S) (for purposes of Paragraph 5 only): If Buyer has used good faith and reasonable diligence but does not obtain Loan Approval by Loan Approval Date and thereafter either party elects to cancel this Contract as set forth above or the lender fails or refuses to close on or before the Closing Date without fault on Buyer’s part, the Deposit(s) shall be returned to Buyer, whereupon both parties will be released from all further obligations under this Contract, except for obligations stated herein as surviving the termination of this Contract. If neither party elects to terminate this Contract as set forth above or Buyer fails to use good faith or reasonable diligence as set forth above, Seller will be entitled to retain the Deposit(s) if the transaction does not close.

6. TITLE: Seller has the legal capacity to and will convey marketable title to the Property by ___ statutory warranty deed __ other ___ free of liens, easements and encumbrances of record or known to Seller, but subject to ____ taxes for the year of closing, covenants, restrictions and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject)

provided there exists at closing no violation of the foregoing and none of them prevents Buyer’s intended use of the Property as open space or park

(a) Evidence of Title: The party who pays the premium for the title insurance policy will select the closing agent and pay for the title search and closing services. Seller will, at (check one) ___ Seller’s ___ Buyer’s expense and within ___20___ days after Effective Date ___ or at least ___ days before Closing Date deliver to Buyer (check one)

___ (i) ___ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by Seller at or before Closing, and upon Buyer recording the deed, an owner’s policy in the amount of the purchase price for fee simple title subject only to exceptions stated above. If Buyer is paying for the evidence of title and Seller has an owner’s policy, Seller will deliver a copy to Buyer ___15___ days after Effective Date.

___ (ii) ___ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to Seller, then a prior owner’s title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to Buyer from the policy effective date and certified to Buyer or Buyer’s closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to Seller then (i) above will be the evidence of title.

(b) Title Examination: Buyer will, within ___ days from receipt of the evidence of title deliver written notice to Seller of title defects. Title will be deemed acceptable to Buyer if (1) Buyer fails to deliver proper notice of defects or

Buyer ___ and Seller ___ acknowledge receipt of a copy of this page, which is Page 2 of 8 Pages.
Buyer delivers proper written notice and Seller cures the defects within 30 days from receipt of the notice ("Curative Period"). If the defects are cured within the Curative Period, closing will occur within 10 days from receipt by Buyer of notice of such curing. Seller may elect not to cure defects if Seller reasonably believes any defect cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, Buyer will have 10 days from receipt of notice of Seller’s inability to cure the defects to elect whether to terminate this Contract or accept subject to existing defects and close the transaction without reduction in purchase price.

Survey: (check applicable provisions below)
- [ ] Seller, within ___ days from Effective Date, deliver to Buyer copies of prior surveys, plans, specifications, and engineering documents, if any, and the following documents relevant to this transaction:
- [ ] prepared for Seller or in Seller’s possession, which show all currently existing structures. In the event this transaction does not close, all documents provided by Seller will be returned to Seller within 10 days from the date this Contract is terminated.
- [ ] Buyer will, at Seller’s expense and within the time period allowed to deliver and examine title evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments on the Property or that the improvements encroach on the lands of another, Buyer will accept the Property with existing encroachments such encroachments will constitute a title defect to be cured within the Curative Period.

Ingress and Egress: Seller warrants that the Property presently has ingress and egress.

7. PROPERTY CONDITION: Seller will deliver the Property to Buyer at the time agreed in its present "as is" condition, ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. Seller makes no warranties other than marketability of title. In the event that the condition of the Property has materially changed since the expiration of the Due Diligence Period, Buyer may elect to terminate the Contract and receive a refund of any and all deposits paid, plus interest, if applicable. By accepting the Property "as is", Buyer waives all claims against Seller for any defects in the Property. (Check (a) or (b))

- [ ] (a) As is: Buyer has inspected the Property or waives any right to inspect and accepts the Property in its "as is" condition.
- [ ] (b) Due Diligence Period: Buyer will, at Buyer’s expense and within 30 days from Effective Date ("Due Diligence Period"), determine whether the Property is suitable, in Buyer’s sole and absolute discretion, for Buyer’s intended use and development of the Property as specified in Paragraph 6. During the Due Diligence Period, Buyer may conduct any tests, analyses, surveys and investigations ("Inspections") which Buyer deems necessary to determine to Buyer’s satisfaction the Property’s engineering, architectural, environmental properties, zoning and zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that Buyer deems appropriate to determine the suitability of the Property for Buyer’s intended use and development. Buyer will deliver written notice to Seller prior to the expiration of the Due Diligence Period of Buyer’s determination of whether or not the Property is acceptable. Buyer’s failure to comply with this notice requirement will constitute acceptance of the Property in its present "as is" condition. Seller grants to Buyer, its agents, contractors and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections; provided, however, that Buyer, its agents, contractors and assigns enter the Property and conduct Inspections at their own risk. Buyer will indemnify and hold Seller harmless from losses, damages, costs, claims and expenses of any nature, including attorneys’ fees at all levels, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by Buyer. Buyer will not engage in any activity that could result in a mechanic’s lien being filed against the Property without Seller’s prior written consent. In the event this transaction does not close, (1) Buyer will repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and (2) Buyer will, at Buyer’s expense release to Seller all reports and other work generated as a result of the Inspections. Should Buyer deliver timely notice that the Property is not acceptable, Seller agrees that Buyer’s deposit will be immediately returned to Buyer and the Contract terminated.

Walk-through Inspection: Buyer may, on the day prior to closing or any other time mutually agreeable to the Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is Page 3 of 8 Pages.
parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and to ensure that all Property is on the premises.

8. OPERATION OF PROPERTY DURING CONTRACT PERIOD: Seller will continue to operate the Property and any business conducted on the Property in the manner operated prior to Contract and will take no action that would adversely impact the Property, tenants, lenders or business, if any. Any changes, such as renting vacant space, that materially affect the Property or Buyer's intended use of the Property will be permitted only with Buyer's consent.

9. CLOSING PROCEDURE: Unless otherwise agreed or stated herein, closing procedure shall be in accordance with the norms where the Property is located.

(a) Possession and Occupancy: Seller will deliver possession and occupancy of the Property to Buyer at closing. Seller will provide keys, remote controls, and any security/access codes necessary to operate all locks, mailboxes, and security systems.

(b) Costs: Buyer will pay Buyer's attorneys' fees, taxes and recording fees on notes, mortgages and financing statements and recording fees for the deed. Seller will pay Seller’s attorneys' fees, taxes on the deed and recording fees for documents needed to cure title defects. If Seller is obligated to discharge any encumbrance or prior to closing and fails to do so, Buyer may use purchase proceeds to satisfy the encumbrances.

(c) Documents: Seller will provide the deed; bill of sale; mechanic's lien affidavit; original of those assignable service and maintenance contracts that will be assumed by Buyer after the Closing Date and letters to each service contractor from Seller advising each of them of the sale of the Property and, if applicable, the transfer of its contract, and any assignable warranties or guarantees received or held by Seller from any manufacturer, contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium documents, if applicable; assignments of leases, updated rent roll; tenant and lender estoppels letters; tenant subordination, non-disturbance and attornment agreements (SNDA) required by the Buyer or Buyer's lender; assignments of permits and licenses; corrective instruments; and letters notifying tenants of the change in ownership/rental agent. If any tenant refuses to execute an estoppels letter, Seller will certify that information regarding the tenant's lease is correct. If Seller is an entity, Seller will deliver a resolution of its Board of Directors authorizing the sale and delivery of the deed and certification by the appropriate party certifying the resolution and setting forth facts showing the conveyance conforms to the requirements of local law. Seller will transfer security deposits to Buyer. Buyer will provide the closing statement, mortgages and notes, security agreements, and financing statements.

(d) Taxes and Prepayments: Real estate taxes, personal property taxes, any applicable self-imposed real estate taxes, and any other taxes or charges for personal property, bond payments, insurance premium, taxes, and assessments on or due to the Property by Seller will be prorated to the Closing Date; all taxes, assessments, and other fees and charges shall be prorated for the remainder of the current calendar year and the following calendar year to the date of Closing Date. The amount of taxes for the current year cannot be ascertained, the rate for the previous year will be used with due allowance being made for improvements and exemptions. Any tax proration based on an estimate will be adjusted upon receipt of current year's tax bill; this provision will survive closing.

(e) Special Assessment Liens: Certified, confirmed, and ratified special assessment liens as of the Closing Date will be paid by Seller. If a certified, confirmed, and ratified special assessment is payable in installments, Seller will pay all installments due and payable on or before the Closing Date, with any installment for any period extending beyond the Closing Date prorated, and Buyer will assume all installments that become due and payable after the Closing Date. Buyer will be responsible for all assessments of any kind which become due and owing after Closing Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially completed as of Closing Date but has not resulted in a lien before closing, Seller will pay the amount of the last assessment. The subordination applies to special assessment liens imposed by a public body and does not apply to condominium association special assessments.

(f) Foreign Investment in Real Property Tax Act (FIRPTA): If Seller is a "foreign person" as defined by FIRPTA, Seller and Buyer agree to comply with Section 1445 of the Internal Revenue Code. Seller and Buyer will complete, execute, and deliver as directed any instrument, affidavits, or statement reasonably necessary to comply with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or

Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is Page 4 of 8 Pages.
Social Security Numbers to the closing agent. If Buyer does not pay sufficient cash at closing to meet the withholding requirement, Seller will deliver to Buyer at closing the additional cash necessary to satisfy the requirement.

10. ESCROW AGENT: Seller and Buyer authorize Escrow Agent or Closing Agent (collectively "Agent") to receive, deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance with the terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to Seller or Buyer, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option, (a) hold the escrowed items until the parties mutually agree to its disbursement or until a court of competent jurisdiction or arbitrator determines the rights of the parties or (b) deposit the escrowed items with the clerk of the court having jurisdiction over the matter and file an action in interpleader. Upon notifying the parties of such action, Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If Agent is a licensed real estate broker, Agent will comply with Chapter 75, Florida Statutes. In any suit in which Agent interpleads the escrowed items or is made a party because of acting as Agent hereunder, Agent will recover reasonable attorney's fees and costs incurred, with these amounts to be paid from and out of the escrowed items and charged and awarded as court costs in favor of the prevailing party.

11. CURE PERIOD: Prior to any claim for default being made, a party will have an opportunity to cure any alleged default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-complying party specifying the non-compliance. The non-complying party will have ___ days (5 days if left blank) after delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.

12. RETURN OF DEPOSIT: Unless otherwise specified in the Contract, in the event any condition of this Contract is not met and Buyer has timely given any required notice regarding the condition having not been met, Buyer's deposit will be returned in accordance with applicable Florida Laws and regulations.

13. DEFAULT:

(a) In the event the sale is not completed due to any default or failure on the part of Seller other than failure to make the title marketable after diligent effort, Buyer may either (1) receive a refund of Buyer's deposit(s) or (2) seek specific performance. If Buyer elects a deposit refund, Seller will be liable to Broker for the full amount of the brokerage fee.

(b) In the event the sale is not completed due to any default or failure on the part of Buyer, Seller may either (1) retain all deposit(s) paid or agreed to be paid by Buyer as agreed upon liquidated damages, consideration for the execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek specific performance. If Seller retains the deposit, Seller will pay the Brokers named in Paragraph 20 fifty percent of all forfeited deposits retained by Seller (to be split equally among the Brokers) up to the full amount of the brokerage fee. If Buyer fails to timely place a deposit as required by this Contract, Seller may either (1) terminate the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without waiving any remedy for Buyer's default.

14. ATTORNEY'S FEES AND COSTS: In any claim or controversy arising out of or relating to this Contract, the prevailing party, which for purposes of this provision will include Buyer, Seller and Broker, will be awarded reasonable attorneys' fees, costs, and expenses.

15. NOTICES: All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice, document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker) representing a party will be as effective as if given by or delivered to that party.

16. DISCLOSURES:

(a) Commercial Real Estate Sales Commission Lien Act: The Florida Commercial Real Estate Sales Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of commercial real estate for any commission earned by the broker under a brokerage agreement. The lien upon the owner's net

Buyer (_____ _____) and Seller (_____ _____) acknowledge receipt of a copy of this page, which is Page 5 of 8 Pages.
proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not attach to any interest in real property. This lien right cannot be waived before the commission is earned.

(b) Special Assessment Liens Imposed by Public Body: The Property may be subject to unpaid special assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such liens, if any, shall be paid as set forth in Paragraph 9(e).

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

(d) Energy-Efficiency Rating Information: Buyer acknowledges receipt of the information brochure required by Section 553.998, Florida Statutes.

17. RISK OF LOSS:

(a) If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, Seller will bear the risk of loss and Buyer may cancel this Contract without liability and the deposit(s) will be returned to Buyer. Alternatively, Buyer will have the option of purchasing the Property at the agreed upon purchase price and Seller will credit the deductible, if any and transfer to Buyer at closing any insurance proceeds, or Seller's claim to any insurance proceeds payable for the damage. Seller will cooperate with and assist Buyer in collecting any such proceeds. Seller shall not settle any insurance claim for damage caused by casualty without the consent of the Buyer.

(b) If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the right of eminent domain, or proceedings for such taking will be pending or threatened, Buyer may cancel this Contract without liability and the deposit(s) will be returned to Buyer. Alternatively, Buyer will have the option of purchasing what is left of the Property at the agreed upon purchase price and Seller will transfer to Buyer at closing the proceeds of any award, or Seller's claim to any award payable for the taking. Seller will cooperate with and assist Buyer in collecting any such award.

18. ASSIGNABILITY; PERSONS BOUND: This Contract may be assigned to a related entity, and otherwise is not assignable. If this Contract may be assigned, Buyer shall deliver a copy of the assignment agreement to the Seller at least 5 days prior to Closing. The terms "Buyer," "Seller" and "Broker" may be singular or plural. This Contract is binding upon Buyer, Seller and their heirs, personal representatives, successors and assigns (if assignment is permitted).

19. MISCELLANEOUS: The terms of this Contract constitute the entire agreement between Buyer and Seller. Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. Any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be construed under Florida law and will not be recorded in any public records.

20. BROKERS: Neither Seller nor Buyer has used the services of, or for any other reason owes compensation to, a licensed real estate Broker other than:

(a) Seller's Broker: None

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<th>(Licensee)</th>
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who □ is a single agent □ is a transaction broker □ has no brokerage relationship and who will be compensated by □ Seller □ Buyer □ both parties pursuant to □ a listing agreement □ other (specify)

287* Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is Page 6 of 8 Pages.
(b) Buyer's Broker: None

Company Name: (Licensee)

Address, Telephone, Fax, E-mail: (specify)

Who □ is a single agent □ is a transaction broker □ has no brokerage relationship and who will be compensated by □ Seller's Broker □ Seller □ Buyer □ both parties pursuant to □ an MLS offer of compensation □ other (specify)

(collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to inquiries, introductions, consultations, and negotiations resulting in this transaction. Seller and Buyer agree to indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to Paragraph 10, (3) any duty accepted by Broker at the request of Seller or Buyer, which is beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations of or services provided and expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of Seller or Buyer.

21. OPTIONAL CLAUSES: (Check if any of the following clauses are applicable and are attached as an addendum to this Contract):

□ Arbitration
□ Section 1031 Exchange
□ Property Inspection and Repair
□ Seller Representations
□ Seller Warranty
□ Coastal Construction Control Line
□ Flood Area Hazard Zone
□ Seller Financing
□ Existing Mortgage
□ Buyer's Attorney Approval
□ Seller's Attorney Approval
□ Other Addendum

22. ADDITIONAL TERMS:

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.

Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is Page 7 of 8 Pages.

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Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other party that such signatory has full power and authority to enter into and perform this Contract in accordance with its terms and each person executing this Contract and other documents on behalf of such party has been duly authorized to do so.

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<td>Date:</td>
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<tr>
<td>Buyer's Address for purpose of notice: 100 North Andrews Avenue, Fort Lauderdale, Florida</td>
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| Facsimile: |
| Email:    |

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<th>Title:</th>
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| Seller's Address for purpose of notice: 2681 Riverland Road, Fort Lauderdale, Florida 33312 |

| Facsimile: |
| Email:    |

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Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is Page 8 of 8 Pages.
ADDENDUM TO
COMMERCIAL CONTRACT

SELLER: ROBERT BLACK and SUSAN TERESE BLACK, husband and wife
whose address is 2681 Riverland Road, Fort Lauderdale, Fl 33312.

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

PROPERTY: See Section 1 of the Contract
(hereinafter “Real Property” or “Property”)

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

1. Survey. If the survey shows encroachment(s) on the Real Property or that
improvements located on the Real Property encroach on setback lines, easements, lands of
others, or violate any restrictions, contract covenants or applicable governmental regulation, the
same shall constitute a title defect, the time and procedure for curing such shall be in accordance
with Section 6 (b) of the Contract.

2. 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 fifth (5th) business day after the Due Diligence Period has elapsed.
The right of cancellation may be exercised by Buyer, through its City Manager, or designee, and
may be exercised upon the discovery of any condition determined to be unacceptable to Buyer.
In the event the Buyer’s Due Diligence reveals a need for the parties to extend the Due Diligence
Period as set forth in Paragraph 7 (b) of the Contract, then the parties may agree to extend the
Due Diligence Period along with a corresponding extension of the Right of Cancellation and
Closing Date by written instrument signed by both parties. As to the Buyer, the City Manager
shall have the authority to execute an Addendum to the Contract extending the Due Diligence
Period.

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

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

5. Service Contracts. Seller represents and acknowledges that there are no Service
Contracts concerning this Property.
6. **Destruction or Condemnation of Real Property.**

(a) In the event that all or any portion of the Real Property is damaged or destroyed by any casualty or by a taking or condemnation under the provisions of eminent domain law after the Effective Date but prior to the Closing, Seller shall give Buyer prompt written notice of same ("Condemnation/Casualty Notice").

(b) Within **fifteen (15) days** after receipt of the Condemnation/Casualty Notice, Buyer shall have the option of (i) taking Real Property in "AS IS" condition, together with the condemnation award or insurance proceeds, if any, or (ii) terminating this Contract by delivery of written notice to Seller. If the Closing date falls within such **fifteen (15) day** period, the Closing date shall be extended until the day after the expiration of the **fifteen (15) day** period.

(c) In the event Buyer elects under subsection (b) above to take the Real Property in "AS IS" condition, then Seller shall, upon Closing, assign to Buyer all claims of Seller under or pursuant to any casualty insurance coverage, or under any provisions of eminent domain law, as applicable, and all proceeds from any such casualty insurance or condemnation awards received by Seller on account of any such casualty or condemnation, as the case may be (to the extent the same have not been applied by Seller prior to the Closing Date to repair the resulting damage), and there shall be no reduction in Purchase Price (except that in connection with a casualty covered by insurance, Buyer shall be credited with the lesser of the remaining cost to repair the damage or destruction caused by such casualty or the amount of the deductible under Seller's insurance policy [except to the extent such deductible was expended by Seller to repair the resulting damage].

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

(a) **Authority.** Seller has all requisite power and authority to execute and deliver, and to perform all of its obligations under, this Contract. This Property is not the homestead of the Seller nor contiguous thereto. Neither he nor any member of his family resides on the Property.

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

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

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

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

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

(g) **FIRPTA.** Seller is not a "foreign person" within the meaning of the Internal Revenue Code, and at Closing, Seller shall deliver to Buyer an affidavit to such effect. Seller acknowledges and agrees that Buyer shall be entitled to fully comply with Internal Revenue Code Section 1445 and all related sections and regulations, as same may be amended from time to time, and Seller shall act in accordance with all reasonable requirements of Buyer in order to effect such full compliance by Buyer.

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

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

9. **Notice.** All notices under this Contract to be given by one party to the other shall be in writing and the same shall only be deemed given if forwarded as follows:

(a) By certified mail, return receipt requested, to the following addresses:

SELLER: Robert and Susan Black
2681 Riverland Road

Addendum / Contract to Purchase
Seller: Robert Black
Buyer: City of Fort Lauderdale
Fort Lauderdale, Fl 33312

with a copy to: NA

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

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

or to such other addresses as the parties may by writing designate to the other party from time to time. All notices, demands, deliveries, or other communications hereunder shall be deemed to have been given or served for all purposes hereunder forty-eight (48) hours after the time that such communication was deposited in the United States mails (Saturdays, Sundays and legal holidays excluded), postage prepaid, in the manner aforesaid, provided however, that for any distance in excess of five hundred (500) miles, overnight express service shall be utilized.

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

10. Brokers. Except as otherwise disclosed in of the Contract, Seller and Buyer warrant and represent to each other that no broker or agent has been employed with respect to the sale of the Real Property. Other than as represented above, neither this Contract nor any subsequent transaction between Seller and Buyer involving the Real Property has been brought about through the efforts of any Broker. Seller and Buyer agree that in the event of a breach of this warranty and representation, the offending party shall indemnify and hold the non-offending party harmless with respect to any loss or claim for brokerage commission, including all attorneys' fees and costs of litigation through appellate proceedings. This paragraph shall survive expiration of this Contract.

11. Purchase "As Is". Subject to the provisions herein, Buyer acknowledges that it has performed, or will perform pursuant to this Contract, sufficient inspections of the Property in order to fully assess and make itself aware of the condition of the Property, and that Buyer is purchasing the Property in an "AS IS" condition. Nothing contained in this Paragraph shall be
construed as to negate Seller's obligation to convey marketable title by Warranty Deed. Except as may be expressly set forth in or required by this Contract, Buyer acknowledges that the Seller has made no other representations or warranties as to the condition or status of the Property and that Buyer is not relying on any other representations or warranties of the Seller, any broker(s), or any agent of Seller in purchasing the Property. Except as may be expressly set forth in or required by this Contract, Buyer acknowledges that neither Seller nor any agent of Seller has provided any other representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to:

(a) The nature, quality or condition of the Property, including, without limitation, the water, soil and geology;

(b) The income to be derived from the Property;

(c) The suitability of the Property for any and all activities and uses which Buyer may conduct thereon;

(d) The compliance of or by the Property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body;

(e) The habitability, merchantability or fitness for a particular purpose of the Property; or

(f) Any other matter with respect to the Property.

Without limiting the foregoing, Seller does not and has not made and specifically disclaims any other representation or warranty regarding the presence or absence of any hazardous substances, as hereinafter defined, at, on, under or about the Property or the compliance or non-compliance of the Property with any laws, rules, regulations or orders regarding Hazardous Substances (collectively the "Hazardous Substance Laws"). For purposes of this Contract, the term "Hazardous Substances" shall mean and include those elements or compounds which are contained in the list of Hazardous Substances adopted by the United States Environmental Protection Agency and the list of toxic pollutants designated by Congress or the Environmental Protection Agency or under any Hazardous Substance laws. Hazardous Substances shall also include Radon Gas. Buyer further acknowledges that neither Seller nor any agent of Seller has provided any representation or warranty with respect to the existence of asbestos or other Hazardous Substances on the Property other than as may be specifically set forth in this Contract.

Addendum / Contract to Purchase
Seller: Robert Black
Buyer: City of Fort Lauderdale
Buyer acknowledges that it has completed its own market analysis and inspection of the Property, and that the Purchase Price reflects Buyer's informed judgment as to the matters set forth herein.


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

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

(c) Buyer shall cooperate with Seller in effecting the exchange of property contemplated hereby and execute such documents as may be necessary to effectuate the §1031 tax deferred exchange, provided that Buyer shall be held harmless from any and all loss, liability, costs, claims, demands, expenses, claims, damages, actions, causes of actions, and suits (including, without limitation, reasonable attorney’s fees and costs of litigation, if any), and Buyer shall not be exposed to, suffer or incur any additional cost, expense, liability or diminution of title to the Real Property as a result of cooperation in this like-kind exchange.

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

13. Disclosure Of Beneficial Interest(s).

(a) If the Seller is a partnership, limited partnership, corporation or if title to the Real Property is held by Seller in any other form of representative capacity, as more particularly set forth in § 286.23, Florida Statutes, then, simultaneous with the Contract being submitted to the Buyer, Seller must submit to the City Attorney a public disclosure notice in writing, under oath and subject to the penalties for perjury (“Public Disclosure”). The Public Disclosure must be executed by the chief executive officer of the Seller and must state his or her name and address and the name(s) and address(es) of each and every person having a beneficial interest in the Real Property; provided, however, disclosure of beneficial interests in nonpublic entities shall not be
required as to persons or entities holding less than five (5%) per cent of the beneficial interest in the Seller.

(b) The beneficial interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, whose interest is for sale to Buyer is exempt from the provisions of this Section.

(c) If the Seller is an individual or individuals, no Public Disclosure is required.

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

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


(a) Incorporation of Exhibits. All exhibits attached and referred to in this Contract are hereby incorporated herein as fully set forth in (and shall be deemed to be a part of) this Agreement.

(b) Time of the Essence. Time is of the essence of this Agreement.

(c) Severability. If any term or provision of this Contract or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Contract, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Contract shall be valid and be enforced to the fullest extent permitted by law.

(d) Interpretation. Words used in the singular shall include the plural and vice-versa, and any gender shall be deemed to include the other. Whenever the words “including”, “include” or “includes” are used in this Contract, they should be interpreted in a non-exclusive manner. The captions and headings of the Paragraphs of this Contract are for convenience of reference only, and shall not be deemed to define or limit the provisions hereof. Except as otherwise indicated all Exhibits and Paragraph references in this Contract shall be deemed to refer to the Exhibits and Paragraphs in this Contract. Each party acknowledges and agrees that this Contract (a) has been reviewed by it and its counsel; (b) is the product of negotiations between the parties, and (c) shall not be deemed prepared or drafted by any one party. In the event of any dispute between the parties concerning this Contract, the parties agree that any ambiguity in the language of the Contract is to not to be resolved against Seller or Buyer, but shall be given a reasonable interpretation in accordance with the plain meaning of the terms of this Contract and the intent of the parties as manifested hereby.

Addendum / Contract to Purchase
Seller: Robert Black
Buyer: City of Fort Lauderdale

Page 7
(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 in default.

(f) **Consents and Approvals.** Except as otherwise expressly provided herein, any approval or consent provided to be given by a party hereunder shall not be unreasonably withheld, delayed or conditioned.

(g) **Governing Law.** The laws of the State of Florida shall govern this Contract.

(h) **Third Party Beneficiaries.** Except as otherwise expressly provided in this Contract, Seller and Buyer do not intend by any provision of this Contract to confer any right, remedy or benefit upon any third party (express or implied), and no third party shall be entitled to enforce or otherwise shall acquire any right, remedy or benefit by reason of any provision of this Agreement.

(i) **Amendments.** This Agreement may be amended by written agreement of amendment executed by all parties, but not otherwise.

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

(k) **Waiver of Trial by Jury.** The parties hereby irrevocably waive their respective rights to a jury trial of any claim or cause of action based upon or arising out of this Contract. This waiver shall apply to any subsequent amendments, renewals, supplements or modifications to this Contract. In the event of litigation, this Contract may be filed as a written consent to a trial by the court.

(l) **Proration of Taxes.** In accordance with Florida Statutes, Section 196.295, Seller, at closing, shall pay to the Broward County Tax Collector an amount equal to the current year's taxes prorated to the date of transfer of title, together with any taxes or special assessments due for prior and future years. The Seller shall be required to place in escrow with the Tax Collector an amount equal to the current taxes prorated to the date of transfer of title, based upon the current assessment and millage rates on the Property. The escrowed funds shall be used to pay any ad valorem taxes and special assessments due and the remainder of taxes which would

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Addendum / Contract to Purchase
Seller: Robert Black
Buyer: City of Fort Lauderdale

Page 8
otherwise have been due for the current year shall stand cancelled. Upon payment of the final bill, if additional funds in excess of the escrowed balance are owed, upon demand from the Buyer, the Seller shall immediately remit the difference to the Tax Collector in U.S. Funds. This provision shall survive closing.

(m) Seller shall be permitted to reside on the Property starting from the date of closing through December 31, 2017 provided he signs a post closing occupancy agreement in form and content acceptable to the Buyer and he satisfies the insurance requirements of the Buyer’s Risk Management Department.

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

**AS TO SELLER:**

WITNESSES

__________________________

ROBERT BLACK

[ Witness-print or type name ]

__________________________

SUSAN TERESE BLACK

[ Witness-print or type name ]

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this ___ day of ________________________, 2017, by ROBERT BLACK. He 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)

Addendum / Contract to Purchase
Seller: Robert Black
Buyer: City of Fort Lauderdale
STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this ___ day of 2017, by SUSAN TERESE BLACK. 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

WITNESSES:

________________________
[ Witness print or type name ]

AS TO BUYER:

CITY OF FORT LAUDERDALE, a Florida municipal corporation

By: __________________________
Lee R. Feldman, City Manager

APPROVED AS TO FORM:
Cynthia A. Everett, City Attorney

________________________
Lynn Solomon, Assistant City Attorney

Addendum / Contract to Purchase
Seller: Robert Black
Buyer: City of Fort Lauderdale
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this ___ day of __________, 2017, by LEE R. FELDMAN, City Manager of the CITY OF FORT LAUDERDALE. He is personally known to me and did not take an oath.

(SEAL)

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

Name of Notary Typed,
Printed or Stamped

My Commission Expires:

Commission Number

Addendum / Contract to Purchase
Seller: Robert Black
Buyer: City of Fort Lauderdale
EXHIBIT “A”

Pending Litigation
EXHIBIT “B”

Notice(s) from Governmental Authority that Real Property is not in compliance with laws, ordinances, rules or regulations.
City of Fort Lauderdale
Riverland Road Parcel

Future Land Use
City of Fort Lauderdale
Riverland Road Parcel

Zoning
## Riverland Parcel Public Purpose Meeting, October 4, 2018 6:00 pm

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<td>Mark Cantor</td>
<td>954 729 6220</td>
<td><a href="mailto:thymedemic@aol.com">thymedemic@aol.com</a></td>
</tr>
<tr>
<td>Charles Leikans</td>
<td>954 610 9774</td>
<td><a href="mailto:cleikans@yahoo.com">cleikans@yahoo.com</a></td>
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<tr>
<td>Kathy Leikans</td>
<td>954 746 5812</td>
<td><a href="mailto:kleikans@yahoo.com">kleikans@yahoo.com</a></td>
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<tr>
<td>Lee Richell</td>
<td>954 791 8575</td>
<td><a href="mailto:lee@binarystar.com">lee@binarystar.com</a></td>
</tr>
<tr>
<td>Jack Aire</td>
<td>755 587-1350</td>
<td><a href="mailto:jkiraire@att.net">jkiraire@att.net</a></td>
</tr>
<tr>
<td>Sally Creswell</td>
<td>954-581-7093</td>
<td><a href="mailto:thecreswells@comcast.net">thecreswells@comcast.net</a></td>
</tr>
<tr>
<td>Irina Tokar</td>
<td>954-828-6891</td>
<td><a href="mailto:irinat@fortlauderdale.gov">irinat@fortlauderdale.gov</a></td>
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<tr>
<td>Dália Gruić</td>
<td>954 828 8055</td>
<td><a href="mailto:dgruic@fortlauderdale.gov">dgruic@fortlauderdale.gov</a></td>
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<tr>
<td>Gina Rivera</td>
<td>954 828 5286</td>
<td><a href="mailto:grivera@fortlauderdale.gov">grivera@fortlauderdale.gov</a></td>
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<tr>
<td>Enrique Sanchez</td>
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