



CITY OF FORT LAUDERDALE  
City Commission Agenda Memo  
REGULAR MEETING

Supplement to  
#14-0074

5-6-14  
CR-4  
Revisions  
to Exhibits  
1 + 2

**TO:** Honorable Mayor & Members of the  
Fort Lauderdale City Commission

**FROM:** Robert B. Dunckel, Assistant City Attorney

**DATE:** May 6, 2014

**TITLE:** Resolution to accept two separate Riverwalk Linear Park Easement  
Deeds from (1) Las Olas Yacht Club Associates, Ltd. and (2) The  
Stranahan House...

Exhibits "1" and "2" to CAM 14-0074 have been superseded by events that occurred after the publication of the Agenda.

Attached you will two revised Riverwalk Linear Park Easement Deeds. There have been some "fast minute" adjustments that had to be made relative to the Sketches and Descriptions of the Easement Areas over the sovereignty submerged lands.

As to **The Stranahan House**, we are substituting a new Exhibit "B" for the Exhibit "B" that was formerly attached as back-up to CAM # 14-0074.

As to **Las Olas Yacht Club Associates, Ltd.**, a new Exhibit "E" was delivered to us yesterday. This new Exhibit "E" generated a need for revisions to the text of the Easement. Upon further review, it became evident that there was a need for the Engineers/Surveyors to "true-up" the Sketches and Descriptions both (a) as between Exhibit "E" and other Exhibits to the Easement Deed, as well as (b) verifying that there is a seamless match Exhibit "E" and the Riverwalk Improvements.

Accordingly, at this time, Exhibit "E" is not being attached as an Exhibit to the Riverwalk Linear Park Easement Deed for Las Olas Yacht Club Associates, Ltd. It will be handed out as a separate document with this Supplemental CAM so that the Commission can review its approximate location and dimensions.

A "trued-up" Exhibit "E" will be inserted into the Easement Deed when the Engineers/Surveyors are satisfied as to criteria (a) and (b) set forth above. Once agreed upon, the Easement Deed and Exhibits will be executed by the Grantor and thereafter counter-executed by the proper City officials.

**Recommendation**

May 6, 2014  
CAM #14-0074

Page 1 of 2

It is recommended that the City Commission adopt a Resolution accepting the two Riverwalk Linear Park Easement Deeds from 1) Las Olas Yacht Club Associates, Ltd. and 2) The Stranahan House as set forth above.

Attachment:

- Exhibit "1" Riverwalk Linear Park Easement Deed – The Stranahan House
- Exhibit "2" Riverwalk Linear Park Easement Deed – Las Olas Yacht Club Associates
- Exhibit "3" Exhibit "E" (to be revised as needed)

cc: Lee R. Feldman, City Manager  
Cynthia Everett, City Attorney  
Jonda Joseph, City Clerk

**This Instrument Prepared by:**

Garry W. Johnson, Esq.  
GARRY W. JOHNSON, P.A.  
750 Southeast 3<sup>rd</sup> Avenue, Suite #100  
Ft. Lauderdale, Fl. 33316

**RECORDED AND RETURN TO:**

Garry W. Johnson, Esq.  
GARRY W. JOHNSON, P.A.  
750 Southeast 3<sup>rd</sup> Avenue, Suite #100  
Ft. Lauderdale, Fl. 33316

## **RIVERWALK LINEAR PARK EASEMENT**

**THIS RIVERWALK LINEAR PARK EASEMENT**, made this \_\_\_ day of \_\_\_\_\_, 2013, by **THE STRANAHAN HOUSE, INC., A FLORIDA CORPORATION** ("Grantor"), whose mailing address is 335 SE 6th Ave, Fort Lauderdale, FL 33301, to **CITY OF FORT LAUDERDALE, FLORIDA** ("Grantee"), whose mailing address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301.

**NOW THEREFORE**, for and in consideration of Ten Dollars (\$10.00) and other valuable considerations, the receipt and adequacy of which is hereby acknowledged, Grantor does hereby agree as follows:

**The Property and the Easement Areas.** Grantor is the fee simple owner of that certain parcel of real property more particularly described in **Exhibit A** attached hereto and incorporated herein (collectively, the "**Property**"), including riparian rights appurtenant to the Property, more particularly described in **Exhibit B** attached hereto (the "**Riverwalk Riparian Easement Area**") and has the non-exclusive rights to apply to the State of Florida, Trustees Internal Improvement Fund for use rights to the sovereignty submerged lands within the Riverwalk Riparian Easement Area. Grantor and Grantee acknowledge that riparian rights are an incident of, appurtenant to and inseparable from the riparian upland Property extending to the ordinary high watermark to the navigable waters. Accordingly, Grantor hereby covenants with Grantee that Grantor is lawfully seized of fee simple interest in and to the upland Property, except for that portion of the Property between the existing 1.5 foot Seawall Cap and the southern boundary line of the Property as shown on Exhibit A ("**Excepted Property**"), free and clear of any and all liens and encumbrances, except as specifically provided for herein or as approved by Grantee's City Attorney, and that Grantor hereby fully warrants and defends the Grantee's right, title and interest in and to the Property, less the Excepted Property, hereinabove described, (to which the Riverwalk Riparian Easement is an appurtenance thereof and inseparable therefrom) against the lawful claims of all persons whomsoever, subject to the following:

**1. No Warranties or Covenants.** Notwithstanding the foregoing, the grant of the Riverwalk Riparian Easement is without warranty or covenants of any kind as to the riparian easement rights, but not as to the status of title to the upland Property, less the Excepted Property, and is subject to:

- a. The terms and conditions of the Special Warranty Deed dated May 11, 1982 from the Fort Lauderdale Historical Society, Inc., a Florida not for profit corporation ("The Historic Society") to Grantor, recorded on June 16, 1982 in Official Records Book 10246 at Page 214 of the Official records of Broward County, Florida ("Special Warranty Deed"); and
  - b. The rights of the United States of America, the State of Florida and any of their respective agencies or subdivisions relating to that portion of the Riverwalk Riparian Easement Area constituting a navigable waterway; and
  - c. Execution of a Quit Claim Deed by The Historic Society acceptable to the City Attorney shall be required as a condition precedent to acceptance of the grant of easement rights herein for the purpose of releasing a reverter in the Special Warranty Deed to the Riverwalk Riparian Easement Area.
2. **Riverwalk Linear Park.** The Property is located within Grantee's corporate municipal limits and Grantee is responsible for the creation, operation and maintenance of the City of Fort Lauderdale's Riverwalk Linear Park situated along the New River known as the "Riverwalk Linear Park" (the "Riverwalk").
3. **Grant of Riverwalk Easement.** Grantor does hereby grant, give and convey to Grantee, its successors and assigns, subject to the following terms and conditions:
  - a. A perpetual, non-exclusive easement over, under and across the Riverwalk Riparian Easement Area and corresponding submerged lands thereunder for public non-vehicular (other than for governmental emergency and service vehicles and non-governmental service vehicles as authorized by the City Manager or his or her designee) and pedestrian access, ingress and egress, twenty-four hours a day, seven days a week, and for construction, operation, use, maintenance, repair, modification and replacement from time to time of improvements related thereto and for such other uses as may be consistent with the use of the Riverwalk Linear Park and permissible activities associate therewith and to be conducted therein; and
  - b. As to the perpetual, non-exclusive easement rights described in subparagraph 3 (a) above, except as hereinafter expressly stated, such easement rights shall be superior to any and all other easement rights within the Riverwalk Riparian Easement Area that are not consistent with the Riverwalk Lineal Park Easement rights.
4. **Construction of Riverwalk Improvements.** At their its own cost and expense, in a joint undertaking between the City of Fort Lauderdale and Downtown Development Agency ("DDA") Grantee will design, construct and complete walkway, landscaping, irrigation, lighting, seawall and other improvements within the Riverwalk Riparian Easement Area (the "Riverwalk Improvements") consistent with the nature of the improvements otherwise constructed within the Riverwalk Linear Park. To the extent economically practicable, Grantee shall make every good faith effort to coordinate construction activities (i) to preserve

the historic character of the Stranahan House, (ii) to reasonably minimize the disruption, noise, vibration, dust and airborne debris that might adversely affect the Property and the activities of Grantor to be conducted thereon, and (iii) to coordinate the schedule of construction with the calendar of events to be conducted at the Stranahan House. Once commenced, such construction shall be diligently pursued to completion. Before commencement of construction, a Payment and Performance Bond in accordance with § 255.05, Florida Statutes shall be provided. Grantee shall promptly and diligently repair any damage to the Stranahan House caused by the construction of the Riverwalk Improvements. Grantee acknowledges and agrees that it will not lease the dockage to the Riverwalk Improvements within the Riverwalk Riparian Easement Area, or otherwise permit public docking within the Riverwalk Riparian Easement Area. Stranahan House shall be permitted to use the Riverwalk improvements within the Riverwalk Riparian Easement Area for temporary dockage in connection with Stranahan House events.

5. **Maintenance, Repair and Replacement.** At their own cost and expenses, in a joint undertaking with the DDA, Grantee will maintain, repair and replace the Riverwalk Improvements within the Riverwalk Riparian Easement Area and keep them in a state of good repair, safe condition and a reasonably attractive manner. To the extent reasonably and economically feasible, Grantee shall (i) make every good faith effort to coordinate maintenance, repair and replacement activities in an effort to minimize the disruption, noise, vibration, dust and airborne debris that might adversely affect the Property and the activities of Grantor to be conducted thereon.
  
6. **Reservation of Use.** There is hereby reserved to Grantor, its successors and assigns, the right of ingress and egress across, through and into, above and below the Riverwalk Riparian Easement Area by Grantor, its successors, assigns, guests, invitees and persons doing business with Grantor, the use of the Riverwalk Riparian Easement Area for underground installation and maintenance of facilities for or utilities, for the use of the waterfront abutting the Riverwalk Easement Area for permissible docking, and other purposes, public or private, and for other uses not inconsistent with the public use of the Riverwalk Riparian Easement Area as a "River Walk," provided however that as to Grantor's reservation of permissible docking (it being agreed that neither Grantee nor the public shall have any rights of dockage at or along the Riverwalk Riparian Easement Area, except that Grantor shall allow commercial water taxi or shuttle services that typically stop at other locations along the Riverwalk to temporarily load/unload passengers on the Riverwalk Riparian Easement Area at reasonable intervals and at reasonable times as may be established by Grantor from time to time in its sole discretion. Any reservation of rights in favor of Grantor, its successors and assigns as set forth herein shall be non-exclusive and shall not be exercised in such a manner as to interfere with the easements granted to Grantee herein with respect to the Riverwalk Linear Park Easement herein, including the Riverwalk Riparian Easement Area. The non-exclusive easement rights granted Grantee herein shall be superior to any other easement rights, such that in the event of conflict between the two competing sets of easements, the use of rights granted within this Riverwalk Lineal Park Easement shall prevail and supersede over any conflicting use rights to the extent of incompatibility.

7. **Authorization.** The person executing this document on behalf of Grantor warrants his or her authority to do so, on behalf of Grantor, and that all persons necessary to bind Grantor have joined in this document. This document runs with the land in favor of Grantee's successors and assigns.
  
8. **Designation of Authority.** Grantee is authorized to execute and deliver on behalf of Grantor such permit applications and related items as may be required in connection with the construction of the Riverwalk Improvements by any governmental agency, including, without limitation, the United States of America, the Army Corps of Engineers, the State of Florida, and any agency or subdivision of any of the foregoing.
  
9. **Public Use of Riverwalk Linear Park and Riverwalk Riparian Easement Area.** Grantor acknowledges and agrees that the Riverwalk Riparian Easement Area is an integral component of and shall be used in a manner consistent with the Riverwalk Linear Park. Accordingly, the Riverwalk Riparian Easement Areas shall be held in trust by Grantee for the use and benefit of the public subject to the provisions of § 375.251(2) (a), Florida Statutes (2013) and subject Grantor's reservation of non-exclusive uses.
  
10. **Indemnification.** Grantee is a political subdivision as set forth in § 768.28, Florida Statutes, (2013) and agrees to be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any part to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a political subdivision of the State of Florida to be sued by third parties in any manner arising out of this Riverwalk Linear Park Easement and Riverwalk Riparian Easement.

**TO HAVE AND TO HOLD the same unto the Grantee, its successors and assigns forever.**

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

*Signed, sealed and delivered in the presence of:*

\_\_\_\_\_

**THE STRANAHAN HOUSE, INC.,  
A FLORIDA CORPORATION**

\_\_\_\_\_  
Print Name

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**STATE OF FLORIDA**

**COUNTY OF BROWARD**

The foregoing instrument was acknowledged and subscribed before me on \_\_\_\_\_, 2013, by \_\_\_\_\_, as President of STRANAHAN HOUSE, INC.  who are personally known to me or  who have produced identification and who  did  did not take an oath.

*SEAL*

\_\_\_\_\_  
*Notary Public, State of Florida*  
*Commission Expires:*

**GRANTEE:**

**WITNESSES:**

**CITY OF FORT LAUDERDALE**

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

By \_\_\_\_\_  
John P. "Jack" Seiler, Mayor

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

By \_\_\_\_\_  
Lee R. Feldman, City Manager

**ATTEST:**

(CORPORATE SEAL)

\_\_\_\_\_  
Jonda Joseph, City Clerk

Approved as to form:

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

**STATE OF FLORIDA**

**COUNTY OF BROWARD**

The foregoing instrument was acknowledged before me this \_\_\_\_\_, 2014, by **John P. "Jack" Seiler**, Mayor of the City of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)

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

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

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

**STATE OF FLORIDA**

**COUNTY OF BROWARD**

The foregoing instrument was acknowledged before me this \_\_\_\_\_, 2014, by **Lee R. Feldman**, City Manager of the City of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)

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

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

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



**Exhibit A – Legal Description of Property**

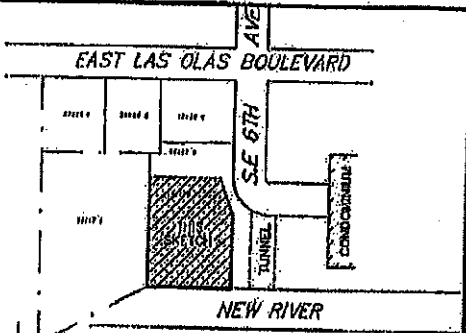
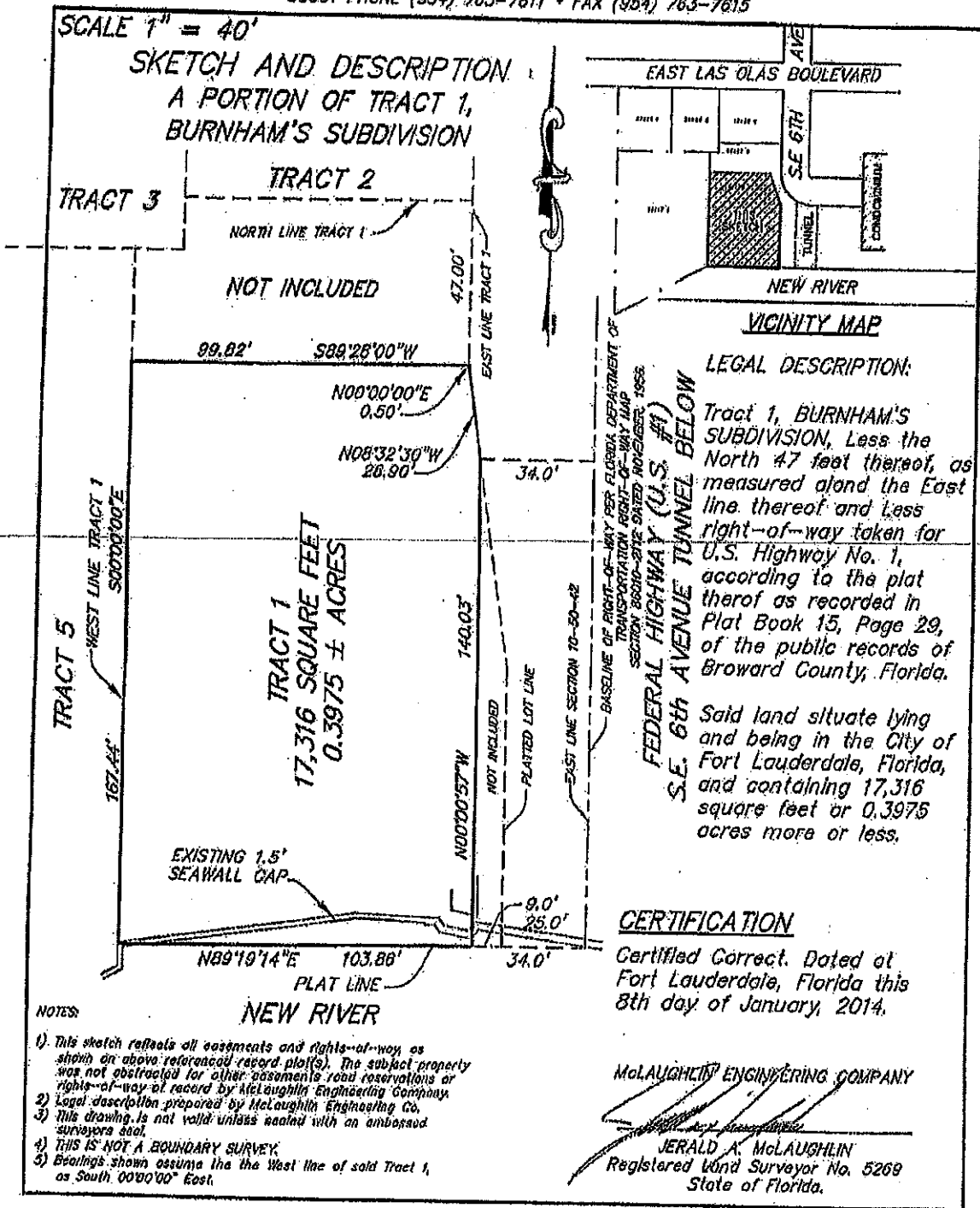


**McLAUGHLIN ENGINEERING COMPANY**  
**LB#285**

ENGINEERING \* SURVEYING \* PLATTING \* LAND PLANNING  
 400 N.E. 3rd AVENUE FORT LAUDERDALE, FLORIDA  
 33301 PHONE (954) 763-7811 \* FAX (954) 763-7815

SCALE 1" = 40'

**SKETCH AND DESCRIPTION**  
**A PORTION OF TRACT 1,**  
**BURNHAM'S SUBDIVISION**



**VICINITY MAP**

**LEGAL DESCRIPTION:**

Tract 1, BURNHAM'S SUBDIVISION, Less the North 47 feet thereof, as measured along the East line thereof and less right-of-way taken for U.S. Highway No. 1, according to the plat thereof as recorded in Plat Book 15, Page 29, of the public records of Broward County, Florida.

Said land situate lying and being in the City of Fort Lauderdale, Florida, and containing 17,316 square feet or 0.3975 acres more or less.

**CERTIFICATION**

Certified Correct. Dated at Fort Lauderdale, Florida this 8th day of January, 2014.

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

**NOTES:**

- 1) This sketch reflects all easements and rights-of-way as shown on above referenced record plat(s). The subject property was not abstracted for other easements, road reservations or rights-of-way as recorded by McLaughlin Engineering Company.
- 2) Legal description prepared by McLaughlin Engineering Company.
- 3) This drawing is not valid unless sealed with an embossed surveyors seal.
- 4) THIS IS NOT A BOUNDARY SURVEY.
- 5) Bearings shown assume the West line of said Tract 1, as South 00°00'00" East.

FIELD BOOK NO. \_\_\_\_\_  
 JOB ORDER NO. U-8725  
 REF. DWG.: 13-2-

DRAWN BY: JMM/K  
 CHECKED BY: \_\_\_\_\_  
 C: JMM/K/2014/U8725

**Exhibit B – Legal Description of Riverwalk Easement Area**



**McLAUGHLIN ENGINEERING COMPANY**  
**LB#285**

ENGINEERING \* SURVEYING \* PLATTING \* LAND PLANNING  
 400 N.E. 3rd AVENUE FORT LAUDERDALE, FLORIDA  
 33301 PHONE (954) 763-7611 \* FAX (954) 763-7615

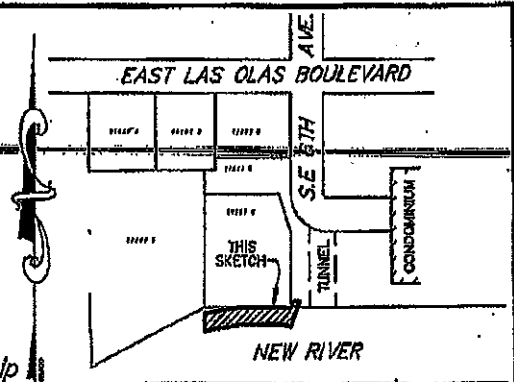
**SKETCH AND DESCRIPTION**  
**A PORTION OF NEW RIVER**  
**ADJACENT TO TRACT 1**  
**BURNHAM'S SUBDIVISION**  
**AT STRANAHAN HOUSE**  
**PROPOSED 20' DOCK AREA**  
**SHEET 1 OF 2 SHEETS**

**LEGAL DESCRIPTION:**

A portion of New River in Section 10, Township 50 South, Range 42 East, Broward County Florida, South of and adjacent to Tract 1, BURNHAM'S SUBDIVISION, according to the plat thereof as recorded in Plat Book 15, Page 29, of the public records of Broward County, Florida, more fully described as follows:

Commencing at the Southeast corner of said Tract 1; thence South 76°43'46" West, a distance of 9.21 feet to the Point of Beginning; thence North 79°49'17" West, a distance of 10.66 feet; thence South 89°19'14" West, on the South plat line of said BURNHAM'S SUBDIVISION, a distance of 44.55 feet; thence South 72°49'42" West, a distance of 51.09 feet; thence South 00°00'00" East, on the Southerly extension of the West line of said Tract 1, a distance of 20.93 feet; thence North 72°49'42" East, a distance of 54.37 feet; thence North 89°19'14" East, on a line 20.00 feet South of and parallel with the said South plat line of said BURNHAM'S SUBDIVISION, a distance of 39.75 feet; thence South 79°49'17" East, a distance of 12.36 feet; thence North 19°32'31" East, a distance of 29.87 feet; thence North 82°22'33" West, on the North face of an existing concrete seawall cap, a distance of 6.95 feet; thence South 19°32'31" West, a distance of 9.29 feet to the Point of Beginning.

Said land situate lying and being in the City of Fort Lauderdale, Florida, and containing 2,261 square feet or 0.0519 acres more or less.



VICINITY MAP

**CERTIFICATION**

Certified Correct. Dated at Fort Lauderdale, Florida this 14th day of April, 2014.

McLAUGHLIN ENGINEERING COMPANY

*[Signature]*  
 JERALD A. McLAUGHLIN  
 Registered Land Surveyor No. 5269  
 State of Florida.

**NOTES:**

- 1) This sketch reflects all easements and rights-of-way, as shown on above referenced record plat(s). The subject property was not abstracted for other easements road reservations or rights-of-way of record by McLaughlin Engineering Company.
- 2) Legal description prepared by McLaughlin Engineering Co.
- 3) This drawing is not valid unless sealed with an embossed surveyor's seal.
- 4) THIS IS NOT A BOUNDARY SURVEY.
- 5) Bearings shown assume the the West line of said Tract 1, as South 00°00'00" East.

FIELD BOOK NO. \_\_\_\_\_

DRAWN BY: JMM/r

JOB ORDER NO. U-8725, U-9147

CHECKED BY: \_\_\_\_\_

REF. DWG.: 13-2-

C: \JMM\r\2014\U8725

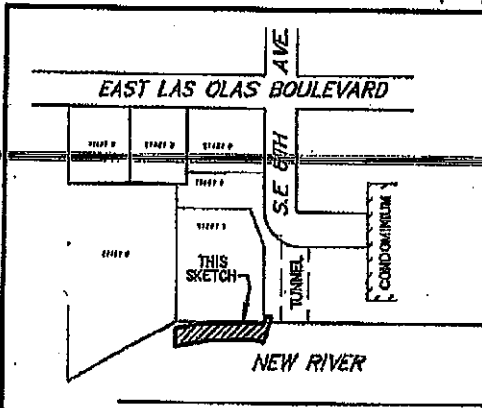
**EXHIBIT "B"**



**McLAUGHLIN ENGINEERING COMPANY**  
**LB#285**

ENGINEERING \* SURVEYING \* PLATTING \* LAND PLANNING  
 400 N.E. 3rd AVENUE FORT LAUDERDALE, FLORIDA  
 33301 PHONE (954) 763-7611 \* FAX (954) 763-7615

**SKETCH AND DESCRIPTION**  
**A PORTION OF NEW RIVER**  
**ADJACENT TO TRACT 1**  
**BURNHAM'S SUBDIVISION**  
**AT STRANAHAN HOUSE**  
**PROPOSED 20' DOCK AREA**  
**SHEET 2 OF 2 SHEETS**

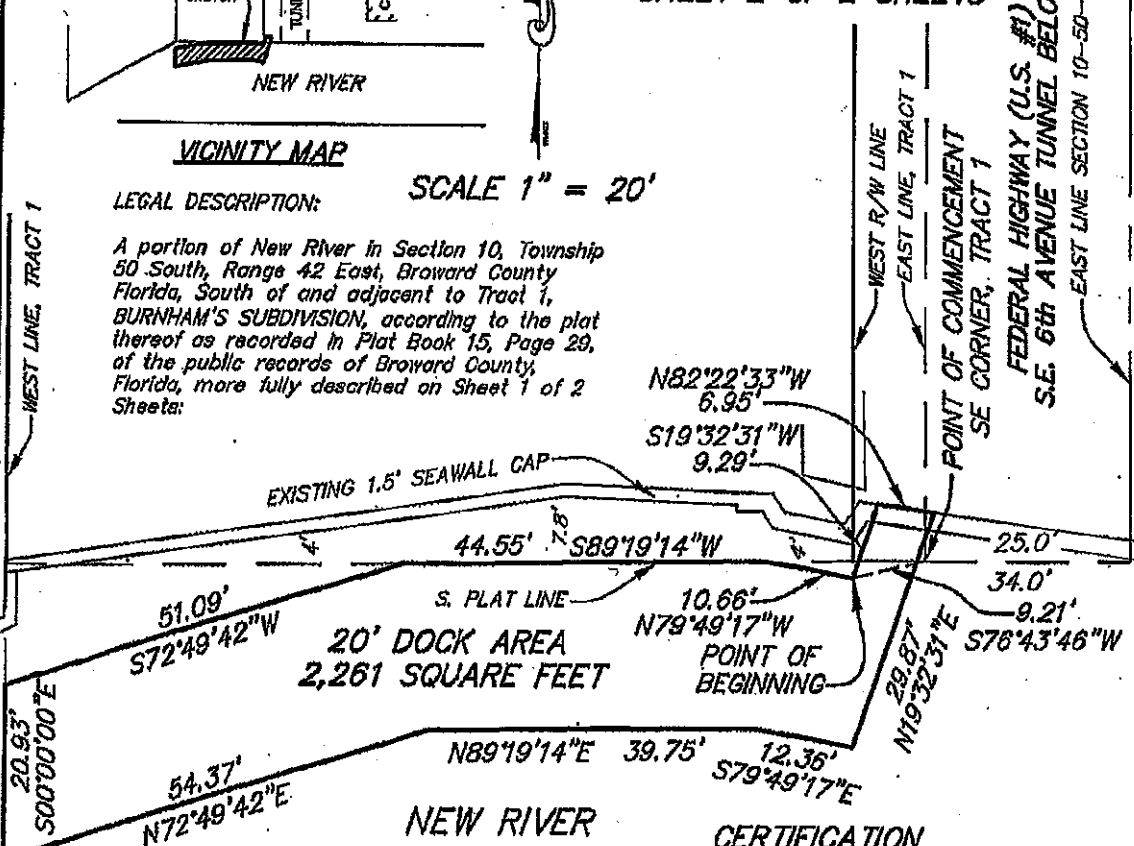


**VICINITY MAP**

**LEGAL DESCRIPTION:**

A portion of New River in Section 10, Township 50 South, Range 42 East, Broward County Florida, South of and adjacent to Tract 1, BURNHAM'S SUBDIVISION, according to the plat thereof as recorded in Plat Book 15, Page 29, of the public records of Broward County, Florida, more fully described on Sheet 1 of 2 Sheets:

**SCALE 1" = 20'**



**CERTIFICATION**

Certified Correct. Dated at Fort Lauderdale, Florida this 14th day of April, 2014.

McLAUGHLIN ENGINEERING COMPANY

*[Signature]*  
**JERALD A. McLAUGHLIN**  
 Registered Land Surveyor No. 5269  
 State of Florida.

**NOTES:**

- 1) This sketch reflects all easements and rights-of-way, as shown on above referenced record plat(s). The subject property was not abstracted for other easements, road reservations or rights-of-way of record by McLaughlin Engineering Company.
- 2) Legal description prepared by McLaughlin Engineering Co.
- 3) This drawing is not valid unless sealed with an embossed surveyors seal.
- 4) THIS IS NOT A BOUNDARY SURVEY.
- 5) Bearings shown assume the the West line of said Tract 1, as South 00°00'00" East.

FIELD BOOK NO. \_\_\_\_\_

DRAWN BY: JMM/r

JOB ORDER NO. U-8725, U-9149

CHECKED BY: \_\_\_\_\_

REF. DWG.: 13-2-

C: \JMM\2014\U8725

**This Instrument Prepared by:**

Garry W. Johnson, Esq.  
GARRY W. JOHNSON, P.A.  
750 Southeast 3<sup>rd</sup> Avenue, Suite #100  
Ft. Lauderdale, Fl. 33316

**RECORDED AND RETURN TO:**

Garry W. Johnson, Esq.  
GARRY W. JOHNSON, P.A.  
750 Southeast 3<sup>rd</sup> Avenue, Suite #100  
Ft. Lauderdale, Fl. 33316

**RIVERWALK LINEAR PARK EASEMENT**

**THIS RIVERWALK LINEAR PARK EASEMENT** (this "**Easement**"), made this \_\_\_ day of \_\_\_\_\_, 2014, by **LAS OLAS YACHT CLUB ASSOCIATES, LTD.**, a Florida Limited Partnership ("**Grantor**"), whose mailing address is 315 S. Biscayne Blvd. 4th Floor, Miami, FL 33131, to **CITY OF FORT LAUDERDALE, FLORIDA**, a municipal corporation of Florida ("**Grantee**"), whose mailing address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301.

**NOW THEREFORE**, for and in consideration of Ten Dollars (\$10.00) and other valuable considerations, the receipt and adequacy of which is hereby acknowledged, Grantor does hereby agree as follows:

1. **The Property and the Easement Areas.** Grantor is the fee simple owner of that certain parcel of real property more particularly described in **Exhibit A** attached hereto and incorporated herein (collectively, the "**Property**"), including the portion more particularly described in **Exhibit B** attached hereto (the "**Uplands Riverwalk Easement Area**") and the portion more particularly described in **Exhibit C** attached hereto (the "**Construction and Maintenance Easement Area**") and, collectively with the Uplands Riverwalk Easement Area, the "**Uplands Easement Areas**"). Grantor hereby covenants with Grantee that Grantor is lawfully seized of fee simple interest to the Uplands Easement Areas, subject to those matters of record set forth on **Exhibit D** attached hereto, and that Grantor hereby fully warrants and defends the Grantee's right, title and interest in and to the Uplands Easement Areas, subject to those matters of record set forth on **Exhibit D** attached hereto, hereby granted and conveyed, against the lawful claims of all persons whomsoever.

2. **Riverwalk Linear Park.** The Property is located within Grantee's corporate municipal limits. Grantee is responsible for the creation, operation and maintenance of the City of Fort Lauderdale's Riverwalk Linear Park situated along the New River known as the "Riverwalk Linear Park" (the "**Riverwalk**" or "**Riverwalk Linear Park**"). In consideration of Grantee's joint undertaking with the Downtown Development Authority ("**DDA**") of the repair and/or replacement of the existing sea wall and cap located on or abutting Grantor's Property (collectively, the "**Existing Seawall**"), Grantor has agreed to Grantee's joint undertaking with the DDA of construction, operation, use, maintenance, repair, modification and replacement from time to time of the extension of the Riverwalk over and across the Uplands Riverwalk Easement Area, together with the portion of the New River waterway adjacent to and abutting the Property, as more particularly described on **Exhibit E** attached hereto and referred to herein as the "**Submerged Riverwalk Easement Area**") (the Uplands Riverwalk Easement Area and

Submerged Riverwalk Easement Area shall be collectively referred to herein as the "**Riverwalk Easement Area**," the Riverwalk Easement Area and the Construction and Maintenance Easement Area shall be collectively referred to herein as the "**Easement Areas**" and the portion of the Riverwalk directly adjacent to and abutting the Property shall be collectively referred to herein as the "**Adjacent Riverwalk**"), provided that Grantee obtain proper permitting by the appropriate regulatory agencies with subject matter jurisdiction with respect thereto and subject to the terms and conditions set forth herein. The warranties of title of Grantor set forth in Section 1 above do not extend to any portion of the Submerged Riverwalk Easement Area (i.e., any portion of the New River waterway adjacent to and abutting the Property); it being agreed that Grantor is quit-claiming a non-exclusive easement to Grantee over, under and across the Submerged Riverwalk Easement Area in Section 3.a. below solely to the extent of Grantor's riparian rights in such waterway and solely to the extent an easement may be granted by Grantor with respect to such riparian rights, which easement is hereby made without recourse, representation or warranty by Grantor.

**3. Grant of Easements.** Grantor does hereby grant, give and convey to Grantee, subject to the following terms and conditions:

a. A perpetual, non-exclusive easement over, under and across the surface of the Riverwalk Easement Area and Adjacent Riverwalk for public non-vehicular (other than for governmental emergency and service vehicles and non-governmental service vehicles, i.e., for construction, maintenance and repair purposes only, as authorized by the City Manager or his or her designee) and pedestrian access, ingress and egress, twenty-four hours a day, seven days a week (subject, however, to the restrictions set forth in Section 13 below), and for construction, operation, use, maintenance, repair, modification and replacement from time to time of the Riverwalk Improvements (as defined below) and for such other uses as may be consistent with the use of the Riverwalk Linear Park and permissible activities associated therewith and to be conducted therein (subject, however, to the restrictions set forth in Section 13 below); and

b. A perpetual, non-exclusive easement over, under and across the surface of the Construction and Maintenance Easement Area for construction, operation, use, maintenance, repair, modification and replacement from time to time of the Riverwalk Improvements.

c. As to the perpetual, non-exclusive easement rights described in subparagraphs a. and b. above (but expressly excluding any easement rights over, under or across the Submerged Riverwalk Easement Area) and except for the easement rights currently existing as set forth in the matters of record set forth on **Exhibit "D,"** which shall be superior to the non-exclusive easement rights granted herein, the non-exclusive easement rights granted herein as to the Uplands Easement Areas shall be superior to any and all other easement rights within the Uplands Easement Areas that are not consistent with the easement rights granted herein for the Uplands Easement Areas.

**4. Construction of Riverwalk Improvements.** At its own cost and expense, in a joint undertaking with the DDA, Grantee will design (which design shall be subject to Grantor's prior written consent), construct and complete walkway, landscaping, irrigation, lighting, seawall and other improvements within the Adjacent Riverwalk (including, without limitation, the construction of a new seawall abutting the Property and the repair and/or replacement of the Existing Seawall, as necessary in order for the Existing Seawall to be restored to good condition and repair and the backfill of the area between the Property and the Adjacent Riverwalk with clean fill such that there is a smooth and level grade transition from the Property to the Adjacent Riverwalk) (collectively, the "**Riverwalk Improvements**") consistent with the nature of the

improvements otherwise constructed within the Riverwalk Linear Park. Prior to commencement of any construction of the Adjacent Riverwalk, a payment and performance bond in accordance with Section 255.05, Florida Statutes (as such Section is in existence on the date immediately prior to commencement of construction) shall be provided by Grantee, DDA or their respective contractors in favor of Grantor, as a co-obligee under such bond, for the construction of the Riverwalk Improvements in accordance with the construction contract ("**Bond**"). Upon commencement of any construction, Grantee shall diligently pursue the same to completion. Grantee shall make every good faith reasonable effort to coordinate construction activities to minimize the disruption to the Property. Grantee shall conduct such construction activities in compliance with all applicable laws, rules, regulations, permits, licenses, leases and approvals.

**5. Maintenance, Repair and Replacement.** At its own cost and expense, Grantee will maintain, repair and replace the Riverwalk Improvements within the Adjacent Riverwalk, all in accordance with the design originally approved by Grantor or as otherwise approved by Grantor and Grantee, and keep them in a state of good repair, safe condition and a reasonably attractive manner and in compliance with all applicable laws, rules, regulations, permits, licenses, leases and approvals. Grantee shall make every good faith reasonable effort to coordinate maintenance, repair and replacement activities with Grantor in an effort to minimize the disruption to the Property and the activities of Grantor to be conducted thereon. Grantee shall endeavor to conduct all maintenance, repair and replacement activities from either (a) the "water side" of the Adjacent Riverwalk (i.e., not from the Construction and Maintenance Easement Area, but from New River); or (b) through public rights-of-way or other entry points located outside the Property; provided that if such maintenance, repair or replacement activities cannot be practicably performed within (a) or (b) above, then such activities may be performed by Grantee through the Construction and Maintenance Easement Area.

**6. Default; Indemnification.**

a. In the event Grantee fails to perform any of its obligations hereunder or otherwise breaches any of the terms, covenants, restrictions or conditions hereof, and Grantee fails to cure such default within forty-five (45) days following written notice thereof by Grantor (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 45-day period, Grantee commences such cure within such 45-day period and thereafter diligently prosecutes such cure to completion), Grantor shall be entitled to bring the appropriate actions against Grantee seeking the appropriate full and adequate relief.

b. If Grantee fails to commence to cure a breach of this Easement within the first thirty (30) days of the forty-five (45) day period set forth in Section 6(a) above and Grantee has not provided written notice to Grantor that either (i) Grantee, in its reasonable discretion, needs additional time to cure; or (ii) Grantee, in its reasonable discretion, disagrees with Grantor's assertion that a default has occurred; then Grantor shall have the right to perform such obligation contained in this Easement on behalf of Grantee and be reimbursed by Grantee upon demand for the reasonable costs thereof. Notwithstanding the foregoing, in the event of an emergency, Grantor may immediately perform the obligations of Grantee on behalf of Grantee and be reimbursed by Grantee upon demand for the reasonable cost thereof.

c. **Indemnification.** Grantee is a political subdivision as set forth in Section 768.28, Florida Statutes (2013) and agrees to be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.



Nothing herein shall be construed as consent by a political subdivision of the State of Florida to be sued by third parties in any manner arising out of this Easement.

**7. Reservation of Use.** There is hereby reserved to Grantor, its successors and assigns, (i) the right of ingress and egress across, through and into, above and below the Adjacent Riverwalk and Easement Areas by Grantor, its successors, assigns, guests, invitees and persons doing business with Grantor, (ii) the use of the Adjacent Riverwalk and Easement Areas for underground installation and maintenance of facilities for utilities, (iii) the exclusive use of the waterfront abutting the Adjacent Riverwalk, including, without limitation, for Grantor's docking purposes (it being agreed that neither Grantee nor the public shall have any rights of dockage at or along the Adjacent Riverwalk, except that Grantor shall allow commercial water taxi or shuttle services that typically stop at other locations along the Riverwalk to temporarily load/unload passengers on the Adjacent Riverwalk at reasonable intervals and at reasonable times as may be established by Grantor from time to time in its sole discretion; and (iv) for other uses not inconsistent with the use of the Easement Areas and Adjacent Riverwalk. Any reservation of rights in favor of Grantor, its successors and assigns as set forth herein shall be non-exclusive (except as otherwise set forth in subsection (iii) above and shall not be exercised in such a manner as to unreasonably interfere with the easements granted to Grantee herein, including the Easement Areas and Adjacent Riverwalk. The Easements granted herein shall prevail and supersede over any conflicting use rights to the extent of incompatibility.

**8. Authorization.** The person executing this document on behalf of Grantor warrants his or her authority to do so, on behalf of Grantor, and that all persons necessary to bind Grantor have joined in this document. This document runs with the land in favor of Grantee. In no event shall this Easement be assigned by Grantee without the prior written consent of Grantor, which may be withheld in its sole and absolute discretion.

**9. Designation of Authority.** Grantor and Grantee shall use commercially reasonable efforts to cooperate with each other to obtain any and all necessary permits, licenses and approvals (including, without limitation, a submerged land lease(s) for the Adjacent Riverwalk, if necessary) required in connection with the construction of the Adjacent Riverwalk; provided, however, as to the Adjacent Riverwalk, notwithstanding any prior approval of the design of the Adjacent Riverwalk by Grantor pursuant to Section 4 hereof or as may be depicted on Exhibit E attached hereto, Grantee shall not submit or execute any permit applications or amendments, modifications or supplements thereto or any other related items required by any governmental agency, including, without limitation, the United States of America, the Army Corps of Engineers, the State of Florida, the Trustees of the Internal Improvement Fund, and any agency or subdivision of any of the foregoing, without the prior written consent of Grantor (and the final issuance of any submerged lands lease(s) and any other related permits and approvals shall also be subject to the prior written consent of Grantor), which, in light of the overall purpose, intent and of establishing this segment of the Riverwalk Linear Park Easement rights herein, shall not unreasonably be withheld and Grantor shall be afforded the opportunity to participate in all discussions or meetings with any governmental agencies regarding the same. Grantor and Grantee agree that any submerged lands lease or leases recognize both (i) the public's easement rights under the Riverwalk Linear Park Easement and (ii) the Grantor's reserved right of private dockage.

**10. Development Agreement.** Notwithstanding anything herein to the contrary, Grantor and Grantee hereby acknowledge and agree that the Development Agreement between the City of Fort Lauderdale and Coolidge-South Markets Equities, L.P., a Delaware Limited Partnership bearing the date December 6, 2005 and a Memorandum of Agreement relating thereto having

been recorded June 22, 2006 at Official Records Book 42269, Page 750 of the Public Records of Broward County, Florida (the "Development Agreement") between Grantor and Grantee shall remain in full force and effect between the parties.

**11. Future Construction Activity.** Grantor and Grantee each acknowledge and agree that the Property will be the subject of future construction and development activity by Grantor and that such future construction and development activity and maintenance and operations of the Property may, in the interests of public safety and in an effort to prevent personal injury or property damage, require, from time to time temporary closure of, or limited access to, the Easement Areas and Riverwalk Improvements. Grantor and Grantee agree to work in good faith with each other as to the timing and duration of such temporary closures. Prior to the commencement of and during construction and development activity by Grantor on the Property, Grantor shall comply with the insurance requirements of Grantee in effect as of such time.

**12. Restoration.** If, in carrying out its activities set forth in Section 4 and/or Section 5 of this Easement, Grantee damages any landscaping, structures, improvements or facilities located on the Property, then Grantee, at its sole cost and expense, shall promptly repair and/or restore such damaged areas to substantially the same condition as existed immediately prior to Grantee's activities. If, in carrying out its activities set forth in Section 11 of this Easement, Grantor damages any landscaping, structures, improvements or facilities located on the Adjacent Riverwalk, then Grantor, at its sole cost and expense, shall promptly repair and/or restore such damaged areas to substantially the same condition as existed immediately prior to Grantor's activities.

**13. Public Use of Adjacent Riverwalk.** Grantor acknowledges and agrees that the Adjacent Riverwalk is an integral component of and shall be used in a manner consistent with the Riverwalk Linear Park. Accordingly, the Riverwalk Easement Area (but not any dockage associated therewith) shall be held in trust by Grantee for the use and benefit of the public, subject to the provisions of Section §375.251(2)(a), Florida Statutes. Notwithstanding the foregoing, in no event shall the following uses be permitted at any time on or about the Adjacent Riverwalk: (a) any commercial activity or solicitations of any kind, unless Grantor has provided its prior written consent, which may be withheld in its sole and absolute discretion, provided however nothing herein is intended to prohibit a person from traversing through the Adjacent Riverwalk provided they do not engage in commercial activities or solicitation within the Adjacent Riverwalk; (b) any unlawful or illegal activity; (c) any overnight use; and/or (d) any use which emits an unreasonable degree of obnoxious odor, noise, or sound or constitutes a nuisance to others using the Adjacent Riverwalk or the Property. Grantee shall be responsible for enforcing ordinances, rules and regulations for the Adjacent Riverwalk Area as components of the Riverwalk Linear Park system and consistent with the foregoing provision.

**14. No Public Use of Construction Maintenance Easement Area.** Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Construction Maintenance Easement Area to the general public or for general public purposes whatsoever, it being the intention of the parties that the Construction Maintenance Easement Area shall be strictly limited to and for the purposes herein expressed.

**TO HAVE AND TO HOLD the same unto the Grantee forever.**

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

Signed, sealed and delivered in the presence of: **GRANTOR:**

**LAS OLAS YACHT CLUB ASSOCIATES,  
LTD.**

\_\_\_\_\_  
Print Name:

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

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

Title: \_\_\_\_\_

\_\_\_\_\_  
Print Name:

**STATE OF FLORIDA  
COUNTY OF BROWARD**

The foregoing instrument was acknowledged and subscribed before me on

\_\_\_\_\_, 2014, by \_\_\_\_\_, as

\_\_\_\_\_ of **LAS OLAS YACHT CLUB ASSOCIATES, LTD.**  who are personally known

to me or  who have produced identification \_\_\_\_\_ and

who  did  did not take an oath.

SEAL

\_\_\_\_\_  
Print Name:

Commission Expires:

**GRANTEE:**

**CITY OF FORT LAUDERDALE**

**WITNESSES:**

\_\_\_\_\_

[Witness type or print name]

\_\_\_\_\_

[Witness type or print name]

(CORPORATE SEAL)

By \_\_\_\_\_  
John P. "Jack" Seiler, Mayor

By \_\_\_\_\_  
Lee R. Feidman, City Manager

**ATTEST:**

\_\_\_\_\_  
Jonda Joseph, City Clerk

Approved as to form:

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

**STATE OF FLORIDA:  
COUNTY OF BROWARD:**

The foregoing instrument was acknowledged before me this \_\_\_\_\_, 2014, by **John P. "Jack" Seiler**, Mayor of the City of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)

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

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

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

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this \_\_\_\_\_, 2014, by **Lee R. Feldman**, City Manager of the City of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)

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

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

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

G:\rbd office\2013\Real Property\Easements\RiverwalkEasement\Related Group\05.06.14(b) Related (rbd.1).docx

[EXHIBITS AND MORTGAGE SUBORDINATION AGREEMENT FOLLOWS]

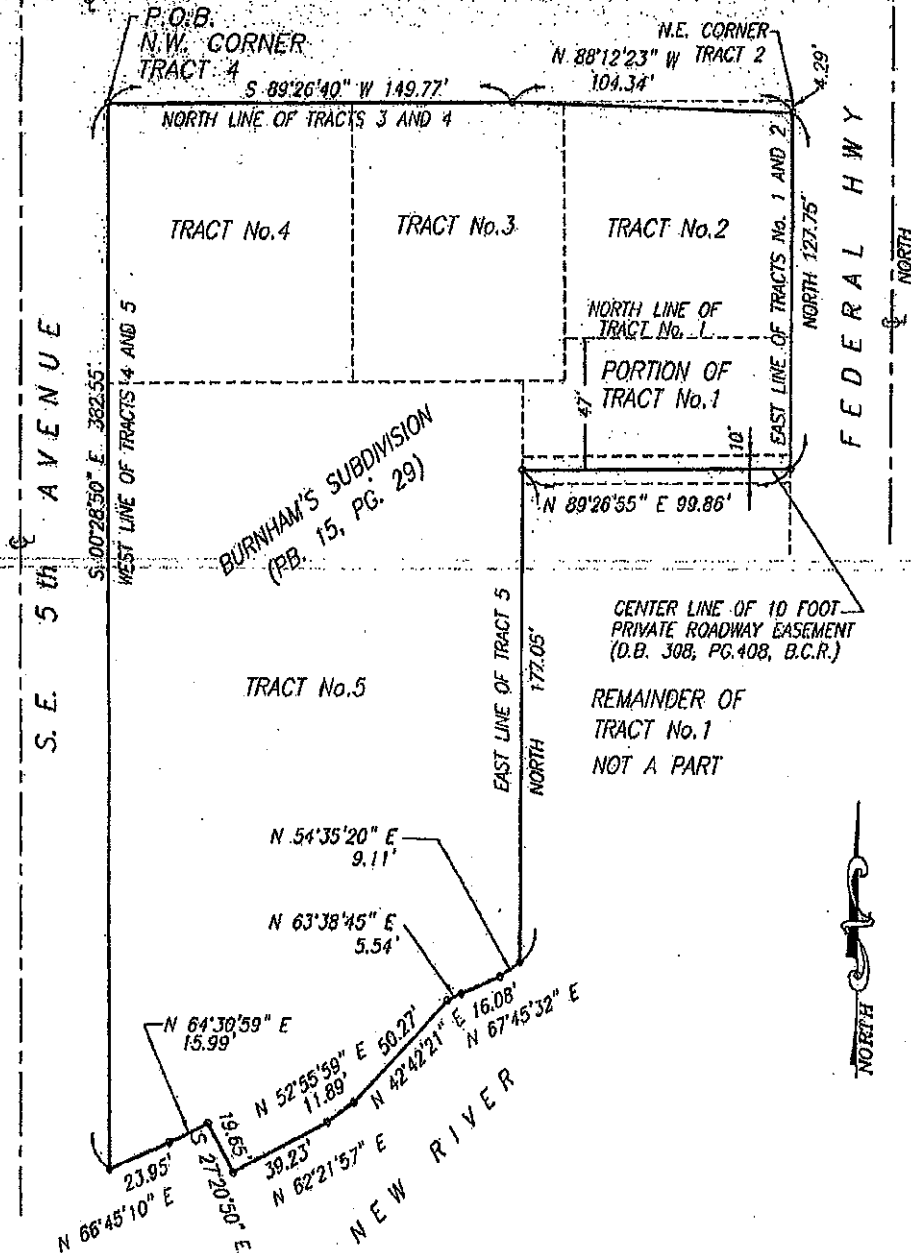
**Exhibit A – Legal Description of Property**

.....

# SKETCH TO ACCOMPANY LEGAL DESCRIPTION

## EXHIBIT A PROPERTY

EAST LAS OLAS BOULEVARD



SCALE 1"=60'

SHEET 1 OF 2 SHEETS

*Schwabke-Shiskin & Associates, Inc.*  
 LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAY-MIRAMAR, FL 33025  
 PHONE No. (954) 435-7010 FAX No. (954) 438-3288

ORDER NO. 202232  
 DATE: NOVEMBER 25, 2013

THIS IS NOT A "BOUNDARY SURVEY"  
 CERTIFICATE OF AUTHORIZATION No. LB-07

PREPARED UNDER MY SUPERVISION

MARK STEVEN JOHNSON, SEC'Y & TREASURER  
 FLORIDA PROFESSIONAL LAND SURVEYOR No. 4775

REVISIONS

# LEGAL DESCRIPTION TO ACCOMPANY SKETCH

## EXHIBIT A PROPERTY

TRACTS 4 AND 5 AND PORTIONS OF TRACTS 1, 2 AND 3 OF "BURNHAM'S SUBDIVISION", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15 AT PAGE 29 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:


BEGIN AT THE NORTHWEST CORNER OF SAID TRACT 4; THENCE SOUTH 00 DEGREES 28 MINUTES 50 SECONDS EAST, ALONG THE WEST LINE OF SAID TRACTS 4 AND 5, FOR 382.55 FEET TO THE FACE OF AN EXISTING SEAWALL; THENCE NORTH 66 DEGREES 45 MINUTES 10 SECONDS EAST FOR 23.95 FEET; THENCE NORTH 64 DEGREES 30 MINUTES 59 SECONDS EAST FOR 15.99 FEET; THENCE SOUTH 27 DEGREES 20 MINUTES 50 SECONDS EAST FOR 19.65 FEET; THENCE NORTH 62 DEGREES 21 MINUTES 57 SECONDS EAST FOR 39.23 FEET; THENCE NORTH 52 DEGREES 55 MINUTES 59 SECONDS EAST FOR 11.89 FEET; THENCE NORTH 42 DEGREES 42 MINUTES 21 SECONDS EAST FOR 50.27 FEET; THENCE NORTH 63 DEGREES 38 MINUTES 45 SECONDS EAST FOR 5.54 FEET; THENCE NORTH 67 DEGREES 45 MINUTES 32 SECONDS EAST FOR 16.08 FEET; THENCE NORTH 54 DEGREES 35 MINUTES 20 SECONDS EAST FOR 9.11 FEET (THE LAST DESCRIBED NINE COURSES WERE ALONG THE FACE OF THE SAID EXISTING SEAWALL); THENCE NORTH, ALONG THE EAST LINE OF SAID TRACT 5, FOR 177.05 FEET; THENCE NORTH 89 DEGREES 26 MINUTES 55 SECONDS EAST, ALONG THE CENTERLINE OF A 10 FOOT PRIVATE ROADWAY EASEMENT AS RECORDED IN DEED BOOK 308, PAGE 408 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID CENTERLINE ALSO BEING PARALLEL WITH AND 47.00 FEET SOUTH OF THE NORTH LINE OF SAID TRACT 1; THENCE NORTH, ALONG THE EAST LINE OF SAID TRACTS 1 AND 2, FOR 127.75 FEET TO A POINT THAT IS 4.29 FEET SOUTH OF THE NORTHEAST CORNER OF SAID TRACT 2; THENCE NORTH 88 DEGREES 12 MINUTES 23 SECONDS WEST, FOR 104.34 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT 3; THENCE SOUTH 89 DEGREES 26 MINUTES 40 SECONDS WEST, ALONG THE NORTH LINE OF SAID TRACTS 3 AND 4 FOR 149.77 FEET TO THE POINT OF BEGINNING.

~~SAID LAND LYING AND BEING IN SECTION 10, TOWNSHIP 50 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA.~~


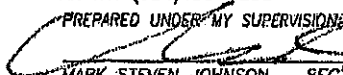
### NOTES:

- 1) BEARINGS SHOWN HEREON ARE BASED UPON AN ASSUMED "NORTH", ALONG THE CENTERLINE OF FEDERAL HIGHWAY.
- 2) ORDERED BY: THE RELATED GROUP
- 3) AUTHENTIC COPIES OF THIS SKETCH AND LEGAL DESCRIPTION MUST BEAR THE EMBOSSED SEAL OF THE ATTESTING PROFESSIONAL LAND SURVEYOR.

### LEGEND:

	DENOTES CENTER LINE	PB.	DENOTES PLAT BOOK
B.C.R.	DENOTES BROWARD COUNTY RECORDS	PG.	DENOTES PAGE
D.B.	DENOTES DEED BOOK	P.O.B.	DENOTES POINT OF BEGINNING

SHEET 2 OF 2 SHEETS

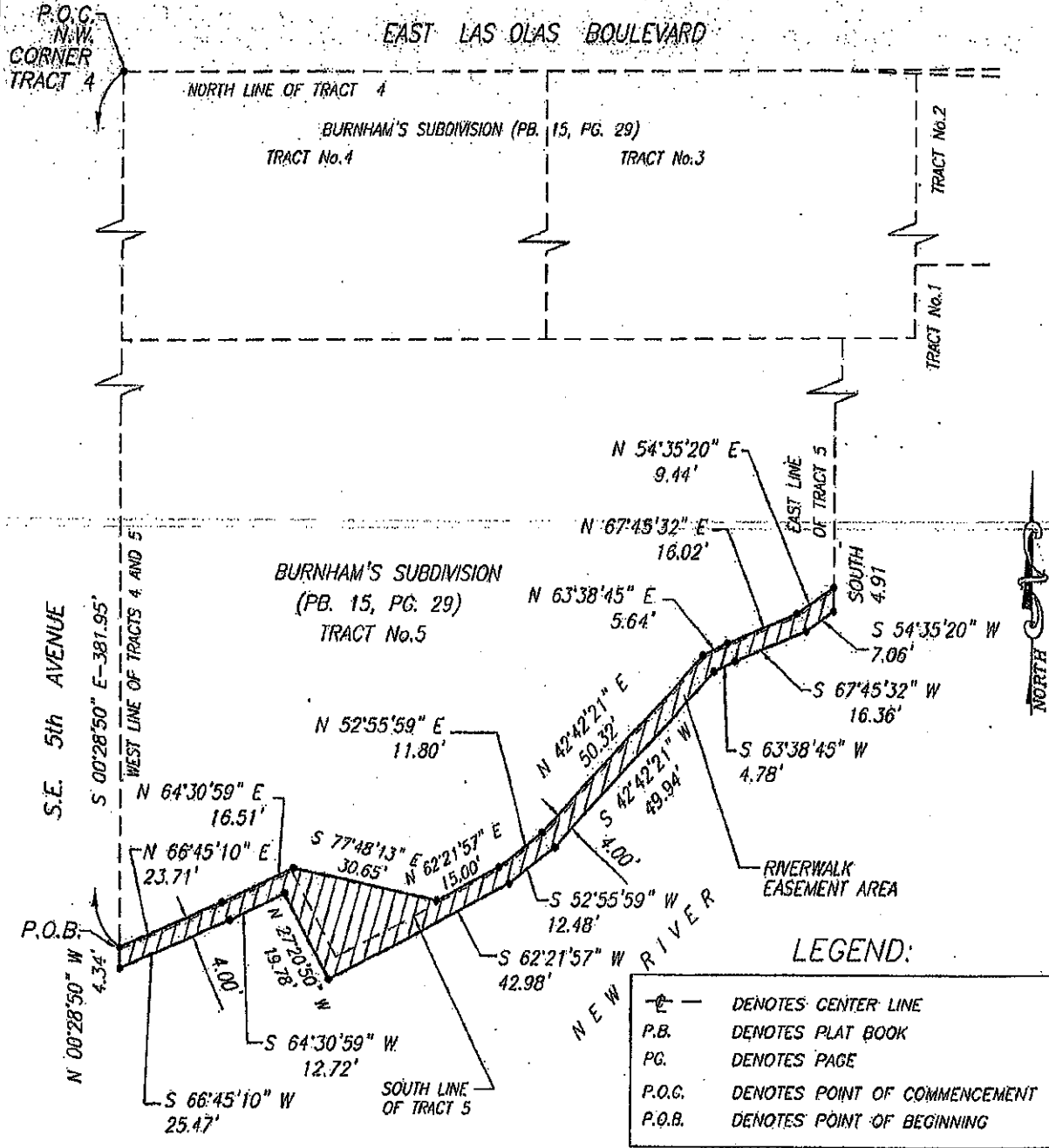
	<p><i>Schwabke-Shiskin &amp; Associates, Inc.</i>                  LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAY-MIRAMAR, FL 33025                  PHONE No. (954)435-7010 FAX No. (954)438-3288</p>	REVISIONS <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
	ORDER NO. <u>202232</u> DATE: <u>NOVEMBER 25, 2013</u> THIS IS NOT A "BOUNDARY SURVEY" CERTIFICATE OF AUTHORIZATION No. LB-87	PREPARED UNDER MY SUPERVISION  MARK STEVEN JOHNSON, SEC'Y & TREASURER FLORIDA PROFESSIONAL LAND SURVEYOR No. 4775



**Exhibit B – Legal Description of Riverwalk Easement Area**

# SKETCH TO ACCOMPANY LEGAL DESCRIPTION

## EXHIBIT B—RIVERWALK EASEMENT AREA



SCALE 1"=30'

SHEET 1 OF 2 SHEETS



*Schwabke-Shishin & Associates, Inc.*  
 LAND SURVEYORS—ENGINEERS—LAND PLANNERS — 3240 CORPORATE WAY—MIRAMAR, FL 33025  
 PHONE No. (954) 435-7010 FAX No. (954) 438-3288

ORDER NO. 202232  
 DATE: NOVEMBER 25, 2013

PREPARED UNDER MY SUPERVISION:

THIS IS NOT A "BOUNDARY SURVEY"  
 CERTIFICATE OF AUTHORIZATION No. LB-8

MARK STEVEN JOHNSON, SEC'Y & TREASURER  
 VAL. LAND SURVEYOR No. 4775

REVISIONS

EXHIBIT "B"

Page 1 of 2

# LEGAL DESCRIPTION TO ACCOMPANY SKETCH

## EXHIBIT B-RIVERWALK EASEMENT AREA

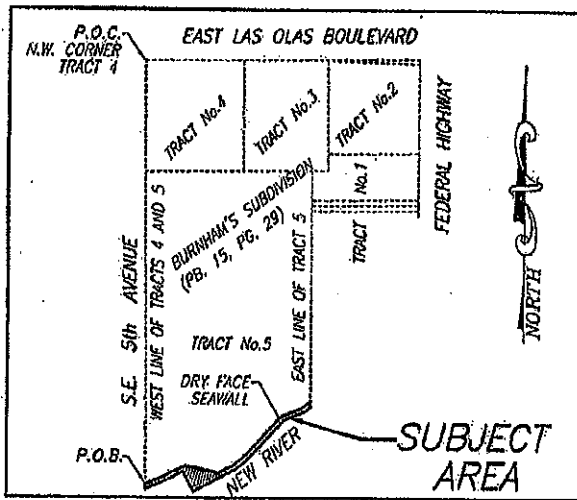
A PORTION OF TRACT 5 OF "BURNHAM'S SUBDIVISION", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, AT PAGE 29 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND A PORTION OF SOVEREIGNTY SUBMERGED LAND IN SECTION 10, TOWNSHIP 50 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF TRACT 4, OF SAID PLAT OF "BURNHAM'S SUBDIVISION"; THENCE SOUTH 00 DEGREES 28 MINUTES 50 SECONDS EAST, ALONG THE WEST LINE OF SAID TRACTS 4 AND 5, FOR 381.95 FEET TO THE DRY FACE OF EXISTING SEAWALL AND THE POINT OF BEGINNING; THENCE NORTH 68 DEGREES 45 MINUTES 10 SECONDS EAST FOR 23.71 FEET; THENCE NORTH 64 DEGREES 30 MINUTES 59 SECONDS EAST FOR 16.51 FEET, THE LAST TWO MENTIONED COURSES ALSO BEING PARALLEL WITH AND 0.55 FEET NORTHERLY OF THE SOUTH LINE OF SAID TRACT 5; THENCE SOUTH 77 DEGREES 48 MINUTES 13 SECONDS EAST FOR 30.65 FEET; THENCE NORTH 62 DEGREES 21 MINUTES 57 SECONDS EAST FOR 15 FEET; THENCE NORTH 52 DEGREES 55 MINUTES 59 SECONDS EAST FOR 11.80 FEET; THENCE NORTH 42 DEGREES 42 MINUTES 21 SECONDS EAST FOR 50.32 FEET; THENCE NORTH 63 DEGREES 38 MINUTES 45 SECONDS EAST FOR 5.64 FEET; THENCE NORTH 67 DEGREES 45 MINUTES 32 SECONDS EAST FOR 16.02 FEET; THENCE NORTH 54 DEGREES 35 MINUTES 20 SECONDS EAST FOR 9.44 FEET, THE LAST SIX MENTIONED COURSES ALSO BEING PARALLEL WITH AND 0.55 FEET NORTHERLY OF THE SOUTH LINE OF SAID TRACT 5; THENCE SOUTH, ALONG THE EAST LINE OF SAID TRACT 5, FOR 4.91 FEET; THENCE SOUTH 54 DEGREES 35 MINUTES 20 SECONDS WEST FOR A DISTANCE OF 7.06 FEET; THENCE SOUTH 67 DEGREES 45 MINUTES 32 SECONDS WEST FOR 16.36 FEET; THENCE SOUTH 63 DEGREES 38 MINUTES 45 SECONDS WEST FOR 4.78 FEET; THENCE SOUTH 42 DEGREES 42 MINUTES 21 SECONDS WEST, FOR 49.94 FEET; THENCE SOUTH 52 DEGREES 55 MINUTES 59 SECONDS WEST FOR 12.48 FEET; THENCE SOUTH 62 DEGREES 21 MINUTES 57 SECONDS WEST FOR 42.98 FEET; THENCE NORTH 27 DEGREES 20 MINUTES 50 SECONDS WEST FOR 19.78 FEET; THENCE SOUTH 64 DEGREES 30 MINUTES 59 SECONDS WEST FOR 12.72 FEET; THENCE SOUTH 66 DEGREES 45 MINUTES 10 SECONDS WEST FOR 25.47 FEET, THE LAST NINE MENTIONED COURSES ALSO BEING PARALLEL WITH AND 3.45 FEET SOUTHERLY OF THE SOUTH LINE OF SAID TRACT 5; THENCE NORTH 00 DEGREES 28 MINUTES 50 SECONDS WEST FOR 4.34 FEET TO THE POINT OF BEGINNING.

SAID LAND LYING AND BEING IN SECTION 10, TOWNSHIP 50 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA.

### NOTES:

- 1) BEARINGS SHOWN HEREON ARE BASED UPON AN ASSUMED "NORTH", ALONG THE CENTERLINE OF FEDERAL HIGHWAY.
- 2) ORDERED BY: THE RELATED GROUP.
- 3) AUTHENTIC COPIES OF THIS SKETCH AND LEGAL DESCRIPTION MUST BEAR THE EMBOSSED SEAL OF THE ATTESTING PROFESSIONAL LAND SURVEYOR.



LOCATION MAP  
A PORTION OF SECTION 10,  
TOWNSHIP 50 SOUTH,  
RANGE 42 EAST  
NOT TO SCALE

SHEET 2 OF 2 SHEETS



**Schwabke-Shiskin & Associates, Inc.**  
LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAY-MIRAMAR, FL 33025  
PHONE No. (954) 435-7010 FAX No. (954) 438-3288  
ORDER NO. 202232  
DATE: NOVEMBER 25, 2013  
THIS IS NOT A "BOUNDARY SURVEY"  
CERTIFICATE OF AUTHORIZATION No. LB-87

PREPARED UNDER MY SUPERVISION:

MARK STEVEN JOHNSON, SEC'Y & TREASURER  
FLORIDA PROFESSIONAL LAND SURVEYOR No. 4775

### REVISIONS

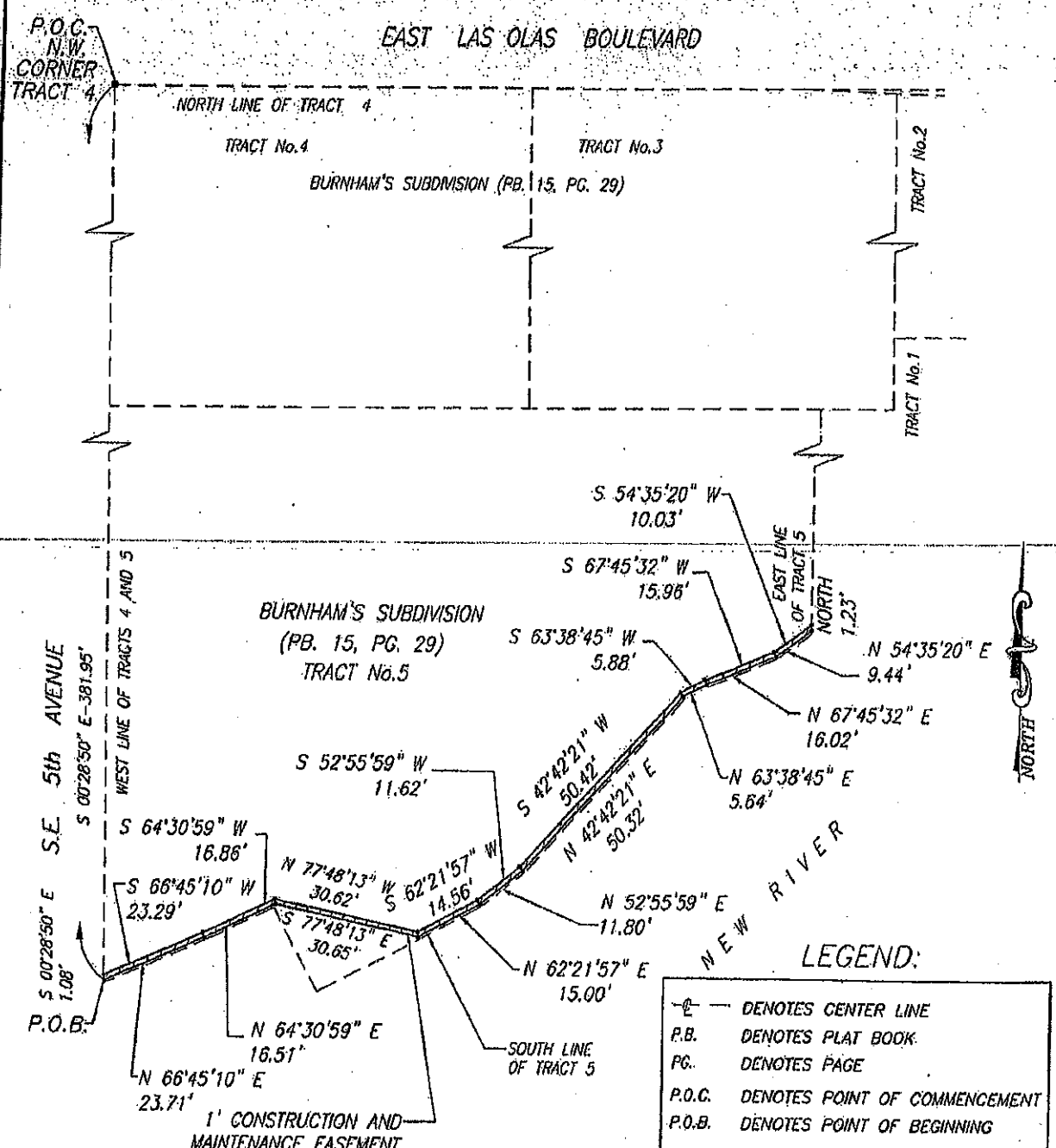
EXHIBIT "B"

Page 2 of 2

**Exhibit C – Legal Description of Construction and Maintenance Easement Area**

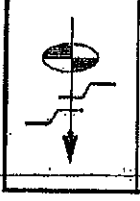
# SKETCH TO ACCOMPANY LEGAL DESCRIPTION

## EXHIBIT C-CONSTRUCTION AND MAINTENANCE EASEMENT AREA



SCALE 1"=30'

SHEET 1. OF 2 SHEETS



*Schwelke-Shiskin & Associates, Inc.*

LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAY-MIRAMAR, FL 33025

PHONE No.(954)435-7010      FAX No. (954)438-3288

ORDER NO. 202232

DATE: NOVEMBER 25, 2013

THIS IS NOT A "BOUNDARY SURVEY"  
CERTIFICATE OF AUTHORIZATION No. LB-87

PREPARED UNDER MY SUPERVISION:

MARK STEVEN JOHNSON      SECY & TREASURER  
 FLORIDA PROFESSIONAL LAND SURVEYOR No. 4775

REVISIONS

# LEGAL DESCRIPTION TO ACCOMPANY SKETCH

## EXHIBIT C-CONSTRUCTION AND MAINTENANCE EASEMENT AREA

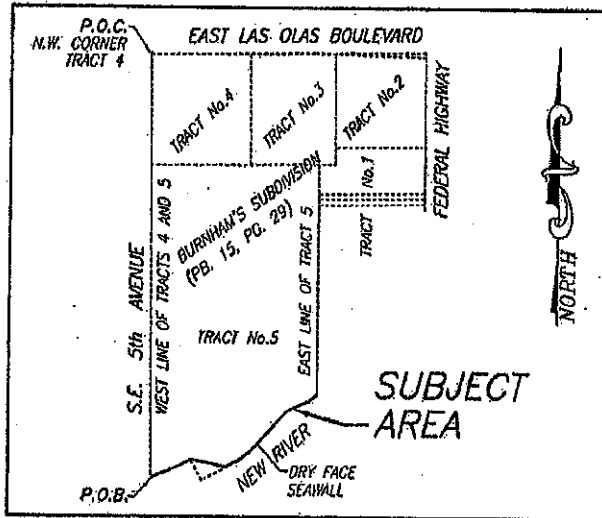
A PORTION OF TRACT 5 OF "BURNHAM'S SUBDIVISION", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15 AT PAGE 29 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF TRACT 4, OF SAID PLAT OF "BURNHAM'S SUBDIVISION"; THENCE SOUTH 00 DEGREES 28 MINUTES 50 SECONDS EAST, ALONG THE WEST LINE OF SAID TRACTS 4 AND 5, FOR 381.95 FEET TO THE DRY FACE OF EXISTING SEAWALL AND THE POINT OF BEGINNING; THENCE NORTH 68 DEGREES 45 MINUTES 10 SECONDS EAST FOR 23.71 FEET; THENCE NORTH 64 DEGREES 30 MINUTES 59 SECONDS EAST FOR 16.51 FEET, THE LAST TWO MENTIONED COURSES ALSO BEING PARALLEL WITH AND 0.55 FEET NORTHERLY OF THE SOUTH LINE OF SAID TRACT 5; THENCE SOUTH 77 DEGREES 48 MINUTES 13 SECONDS EAST FOR 30.65 FEET; THENCE NORTH 62 DEGREES 21 MINUTES 57 SECONDS EAST FOR 15.00 FEET; THENCE NORTH 52 DEGREES 55 MINUTES 59 SECONDS EAST FOR 11.80 FEET; THENCE NORTH 42 DEGREES 42 MINUTES 21 SECONDS EAST FOR 50.32 FEET; THENCE NORTH 63 DEGREES 38 MINUTES 45 SECONDS EAST FOR 5.64 FEET; THENCE NORTH 67 DEGREES 45 MINUTES 32 SECONDS EAST FOR 16.02 FEET; THENCE NORTH 54 DEGREES 35 MINUTES 20 SECONDS EAST FOR 9.44 FEET, THE LAST SIX MENTIONED COURSES ALSO BEING PARALLEL WITH AND 0.55 FEET NORTHERLY OF THE SOUTH LINE OF SAID TRACT 5; THENCE NORTH, ALONG THE EAST LINE OF SAID TRACT 5, FOR 1.23 FEET; THENCE SOUTH 54 DEGREES 35 MINUTES 20 SECONDS WEST FOR A DISTANCE OF 10.03 FEET; THENCE SOUTH 67 DEGREES 45 MINUTES 32 SECONDS WEST FOR 15.96 FEET; THENCE SOUTH 63 DEGREES 38 MINUTES 45 SECONDS WEST FOR 5.88 FEET; THENCE SOUTH 42 DEGREES 42 MINUTES 21 SECONDS WEST, FOR 50.42 FEET; THENCE SOUTH 52 DEGREES 55 MINUTES 59 SECONDS WEST FOR 11.62 FEET; THENCE SOUTH 62 DEGREES 21 MINUTES 57 SECONDS WEST FOR 14.56 FEET, THE LAST SIX MENTIONED COURSES ALSO BEING PARALLEL WITH AND 1.55 FEET NORTHERLY OF THE SOUTH LINE OF SAID TRACT 5; THENCE NORTH 77 DEGREES 48 MINUTES 13 SECONDS WEST FOR 30.62 FEET; THENCE SOUTH 64 DEGREES 30 MINUTES 59 SECONDS WEST FOR 16.86 FEET; THENCE SOUTH 66 DEGREES 45 MINUTES 10 SECONDS WEST FOR 23.29 FEET, THE LAST TWO MENTIONED COURSES ALSO BEING PARALLEL WITH AND 1.55 FEET NORTHERLY OF THE SOUTH LINE OF SAID TRACT 5; THENCE SOUTH 00 DEGREES 28 MINUTES 50 SECONDS WEST FOR 1.08 FEET TO THE POINT OF BEGINNING.

SAID LAND LYING AND BEING IN SECTION 10, TOWNSHIP 50 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA.

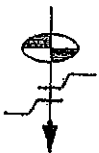
### NOTES:

- 1) BEARINGS SHOWN HEREON ARE BASED UPON AN ASSUMED "NORTH", ALONG THE CENTERLINE OF FEDERAL HIGHWAY.
- 2) ORDERED BY: THE RELATED GROUP
- 3) AUTHENTIC COPIES OF THIS SKETCH AND LEGAL DESCRIPTION MUST BEAR THE EMBOSSED SEAL OF THE ATTESTING PROFESSIONAL LAND SURVEYOR.



**LOCATION MAP**  
A PORTION OF SECTION 10,  
TOWNSHIP 50 SOUTH,  
RANGE 42 EAST  
NOT TO SCALE

SHEET 2 OF 2 SHEETS



*Schwabke-Shishkin & Associates, Inc.*  
 LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAY-MIRAMAR, FL 33025  
 PHONE No. (954)435-7010 FAX No. (954)438-3288  
 ORDER NO. 202232  
 DATE: NOVEMBER 25, 2013  
 THIS IS NOT A "BOUNDARY SURVEY"  
 CERTIFICATE OF AUTHORIZATION No. LB-87

PREPARED UNDER MY SUPERVISION:  
  
 MARK STEVEN JOHNSON, SEC'Y & TREASURER  
 FLORIDA PROFESSIONAL LAND SURVEYOR No. 4775

### REVISIONS

REVISIONS

### EXHIBIT D - Matters of Record

1. Taxes and assessments for the year 2014 and subsequent years, which are not yet due and payable.
2. Any claim that any portion of the insured land is sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands accreted to such land.
3. Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.
4. Easement to Florida Power & Light Company dated August 3, 1965 and recorded September 13, 1965 recorded in Official Records Book 3081, Page 69.
5. Terms and provisions of the Consent Final Judgment in case No. 00-10449-09 recorded November 24, 2004 recorded in Official Records Book 38596, Page 1450.
6. Perpetual Easement and right of way for driveway purposes reserved in the Deed recorded in Deed Book 308, Page 408.
7. Memorandum of Development Agreement recorded June 22, 2006 recorded in Official Records Book 42269, Page 750.
8. Resolution No. 07-111 by the City of Fort Lauderdale recorded July 27, 2007 recorded in Official Records Book 44388, Page 892.
9. Mortgage, Assignment of Rents and Security Agreement executed by Las Olas Yacht Club Associates, Ltd., a Florida limited partnership in favor of Bank of America, N.A., a national banking association, dated as of October 31, 2006 in Official Records Book 43048, Page 840, as modified by instrument recorded November 9, 2007, in Official Records Book 44804, Page 451 and recorded August 5, 2008, in Official Records Book 45589, Page 916, and assigned to City National Bank of Florida recorded January 21, 2010, in Official Records Book 47579, Page 1015, and modified by instrument recorded December 10, 2010, in Official Records Book 47579, Page 1021.
10. Any and all rights of the United States of America over artificially filled lands in what were formerly navigable waters, arising by reason of the United States of America's control over navigable waters in the interest of navigation and commerce, and any conditions contained in any permit authorizing the filling in of such areas.

**Exhibit E - Submerged Riverwalk Easement Area**





**EXHIBIT "E" (to be revised as needed)**



**McLAUGHLIN ENGINEERING COMPANY**  
**LB#285**

ENGINEERING \* SURVEYING \* PLATTING \* LAND PLANNING  
 400 N.E. 3rd AVENUE FORT LAUDERDALE, FLORIDA  
 33301 PHONE (954) 763-7611 \* FAX (954) 763-7615

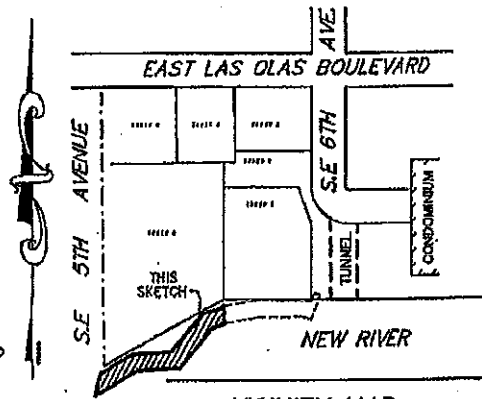
**SKETCH AND DESCRIPTION**  
**A PORTION OF TRACT 5,**  
**BURNHAM'S SUBDIVISION**  
**PROPOSED 20' DOCK**  
**AND SEAWALL AREA**  
**SHEET 1 OF 2 SHEETS**

**LEGAL DESCRIPTION:**

A portion of New River in Section 10, Township 50 South, Range 42 East, Broward County Florida, South of and adjacent to S.E. 5th Avenue and Tract 5, BURNHAM'S SUBDIVISION, according to the plat thereof as recorded in Plat Book 15, Page 29, of the public records of Broward County, Florida, more fully described as follows:

Commencing at the Northwest corner of Tract 4, of said BURNHAM'S SUBDIVISION; thence South 00°27'40" East, on the West line of Tracts 4 and 5 and Southerly extension thereof, a distance of 390.95 feet to the Point of Beginning; thence South 61°39'48" West, a distance of 4.86 feet; thence South 13°54'27" West, a distance of 27.02 feet; thence North 61°39'48" East, a distance of 61.89 feet; thence North 86°26'12" East, a distance of 53.22 feet; thence North 39°44'05" East, a distance of 60.33 feet; thence North 66°29'02" East, a distance of 17.21 feet; thence North 00°00'00" East, on the Southerly extension of the East line of said Tract 5, a distance of 20.93; thence South 53°08'57" West, a distance of 7.99 feet; thence South 75°47'49" West, a distance of 21.25 feet; thence South 39°44'05" West, a distance of 58.21 feet; thence South 86°26'12" West, a distance of 48.98 feet; thence South 61°39'48" West, a distance of 43.26 feet to the Point of Beginning.

Said land situate lying and being in the City of Fort Lauderdale, Florida, and containing 3,736 square feet or 0.0858 acres more or less.



VICINITY MAP

**NOTES:**

- 1) This sketch reflects all easements and rights-of-way as shown on above referenced record plat(s). The subject property was not obstructed for other easements road reservations or rights-of-way of record by McLaughlin Engineering Company.
- 2) Legal description prepared by McLaughlin Engineering Co.
- 3) This drawing is not valid unless sealed with an embossed surveyors seal.
- 4) THIS IS NOT A BOUNDARY SURVEY.
- 5) Bearings shown assume the the West line of said Tract 4 & 5, as South 00°27'40" East.

**CERTIFICATION**

Certified Correct. Dated at Fort Lauderdale, Florida this 14th day of April, 2014.

McLAUGHLIN ENGINEERING COMPANY

*[Signature]*  
 JERALD A. McLAUGHLIN  
 Registered Land Surveyor No. 5269  
 State of Florida.

FIELD BOOK NO. \_\_\_\_\_

DRAWN BY: JMMjr

JOB ORDER NO. U-8725, U-9147

CHECKED BY: \_\_\_\_\_

REF. DWG.: 13-2-

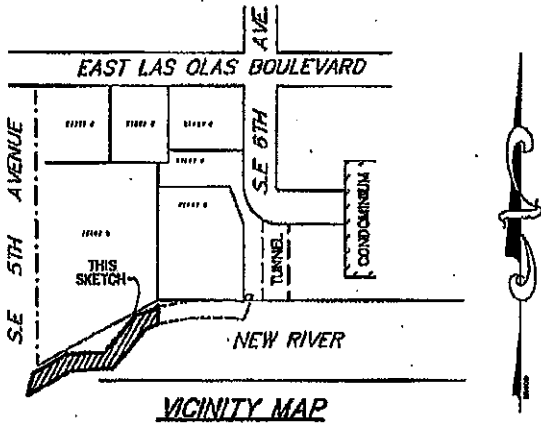
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**McLAUGHLIN ENGINEERING COMPANY**  
**LB#285**

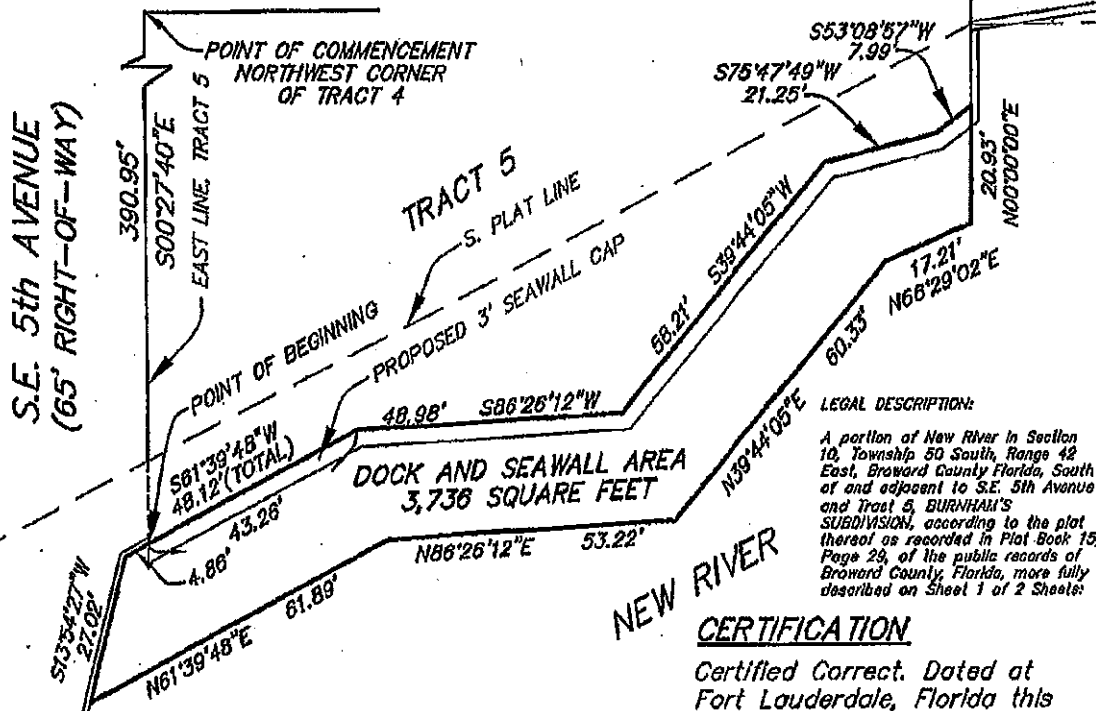
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 33301 PHONE (954) 763-7611 \* FAX (954) 763-7615

**SKETCH AND DESCRIPTION**  
**A PORTION OF NEW RIVER**  
**ADJACENT TO TRACT 5,**  
**BURNHAM'S SUBDIVISION**  
**PROPOSED 20' DOCK**  
**AND SEAWALL AREA**  
**SHEET 2 OF 2 SHEETS**



**VICINITY MAP**

SCALE 1" = 30'



**LEGAL DESCRIPTION:**

A portion of New River in Section 10, Township 50 South, Range 42 East, Broward County Florida, South of and adjacent to S.E. 5th Avenue and Tract 5, BURNHAM'S SUBDIVISION, according to the plat thereof as recorded in Plat Book 15, Page 29, of the public records of Broward County, Florida, more fully described on Sheet 1 of 2 Sheets.

**CERTIFICATION**

Certified Correct. Dated at Fort Lauderdale, Florida this 14th day of April, 2014.

McLAUGHLIN ENGINEERING COMPANY

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

**NOTES:**

- 1) This sketch reflects all easements and rights-of-way, as shown on above referenced record plat(s). The subject property was not abstracted for either easements road reservations or rights-of-way of record by McLaughlin Engineering Company.
- 2) Legal description prepared by McLaughlin Engineering Co.
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- 4) THIS IS NOT A BOUNDARY SURVEY.

FIELD BOOK NO. \_\_\_\_\_

DRAWN BY: JMMjr \_\_\_\_\_

JOB ORDER NO. U-8725, U-9147 \_\_\_\_\_

CHECKED BY: \_\_\_\_\_

REF. DWG.: 13-2-

C: \JMMjr\2014\U8725