



DOCUMENT ROUTING FORM

Rev: 3 | Revision Date: 9/1/2022

11

TODAY'S DATE: 12/3/24DOCUMENT TITLE: Corrective Quit Claim Deed From Interlocal Agreement Between COFL & Bahia Mar Community Development Agreement and 1st Amendment to the Dec of Rest CovenantsCOMM. MTG. DATE: 1/9/24 CAM #: 24-0002 ITEM #: R-4 CAM attached: ☒ YES ☐ NORouting Origin: COA Router Name/Ext: Sonia S x5598 Action Summary attached: ☒ YES ☐ NOCIP FUNDED: ☐ YES ☒ NO

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

2) City Attorney's Office: Documents to be signed/routed? ☒ YES ☐ NO # of originals attached: 1 of eachIs attached Granicus document Final? ☒ YES ☐ NO Approved as to Form: ☒ YES ☐ NODate to CCO: 12/3/24 Attorney's Name: Lynn Solomon Initials: [Signature]3) City Clerk's Office: # of originals: 1 Routed to: Donna V./Amber Cabrera/CMO Date: 12/03/244) City Manager's Office: CMO LOG #: DEC 05 Document received from: CCOAssigned to: SUSAN GRANT ☒ ANTHONY FAJARDO ☐ LAURA REESE ☐ BEN ROGERS ☐☐ APPROVED FOR SUSAN GRANT'S SIGNATURE ☐ N/A SUSAN GRANT TO SIGN

PER ACM: A. FAJARDO _____ (Initial) L. REESE _____ (Initial) Ben Rogers _____ (Initial)

☐ PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward 1 originals to ☐ Mayor ☒ CCO Date: 12/5/2024

5) Mayor/CRA Chairman: Please sign as indicated.

Forward _____ originals to CCO for attestation/City seal (as applicable) Date: _____

INSTRUCTIONS TO CITY CLERK'S OFFICE

City Clerk: Retains _____ original and forwards 1 of each originals to: Sonia SierraX5598/ CAOAttach _____ certified Reso # _____ ☐ YES ☒ NO Original Route form to CAO

42/3/21



4/2/22

RMH M-3 [24-0018](#) Motion Approving Agreements for Rental of Barricades and Equipment - Various Vendors - \$1,400,000 (estimated two-year cost) - (Commission Districts 1, 2, 3 and 4)

APPROVED

Yea: 5 - Commissioner Glassman, Vice Mayor Beasley-Pittman, Commissioner Sturman, Commissioner Herbst and Mayor Trantalis

PGB M-4 [24-0127](#) Motion Authorizing Purchase of Property Insurance - Underwriters at Lloyd's of London, et al. - \$3,783,474 - (Commission Districts 1, 2, 3 and 4)

APPROVED

Yea: 5 - Commissioner Glassman, Vice Mayor Beasley-Pittman, Commissioner Sturman, Commissioner Herbst and Mayor Trantalis

RESOLUTIONS

CLERK R-1 [24-0138](#) Appointment of Board and Committee Members - (Commission Districts 1, 2, 3 and 4)

24-18

ADOPTED AS AMENDED

Yea: 5 - Commissioner Glassman, Vice Mayor Beasley-Pittman, Commissioner Sturman, Commissioner Herbst and Mayor Trantalis

PGB R-2 [24-0067](#) Resolution Approving and Ratifying a First Amendment to Collective Bargaining Agreement between the City of Fort Lauderdale and Teamsters Local Union 769, Affiliated with International Brotherhood of Teamsters - (Commission Districts 1, 2, 3 and 4)

24-19

ADOPTED

Yea: 5 - Commissioner Glassman, Vice Mayor Beasley-Pittman, Commissioner Sturman, Commissioner Herbst and Mayor Trantalis

LS R-3 [24-0109](#) Resolution Approving Amendment No. 2 to the Master Lease Agreement Approving the Declaration of Restrictive Covenants, Approving the Amended and Restated Declaration of Covenants & Restrictions of Bahia Mar Master Association, Inc., Approving revisions to the Quit Claim Deed; and Ratifying the Interlocal Agreement - (Commission District 2)

24-20

ADOPTED

Yea: 4 - Commissioner Glassman, Vice Mayor Beasley-Pittman, Commissioner Herbst and Mayor Trantalis

Nay: 1 - Commissioner Sturman



**CITY OF FORT LAUDERDALE
City Commission Agenda Memo
REGULAR MEETING**

#24-0109

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

FROM: Greg Chavarria, City Manager

DATE: January 23, 2024

TITLE: Resolution Approving Amendment No. 2 to the Master Lease Agreement
Approving the Declaration of Restrictive Covenants, Approving the
Amended and Restated Declaration of Covenants & Restrictions of Bahia
Mar Master Association, Inc., Approving revisions to the Quit Claim Deed;
and Ratifying the Interlocal Agreement - **(Commission District 2)**

Recommendation

Staff presents for City Commission's consideration the approval of a Resolution that amends the Master Lease Agreement ("Master Lease") between the City of Fort Lauderdale ("City") and Rahn Bahia Mar, LLC. ("Lessee"). The Master Lease pertains to the City owned property, commonly known as Bahia Mar, located at 801 Seabreeze Boulevard, Fort Lauderdale, Florida 33316. The Resolution seeks to approve the Declaration of Restrictive Covenants, the Amended and Restated Declaration of Covenants and Restrictions of the Bahia Mar Master Association, Inc. revisions to the Quit Claim Deed and to ratify the Interlocal Agreement by and between the City of Fort Lauderdale, Rahn Bahia Mar LLC and Bahia Mar Community Development District. It also authorizes the appropriate City Officials to execute these instruments along with any ancillary or supplemental documents related thereto.

Background

On April 5, 2022, the City Commission approved the Master Lease. (Exhibit 1). On October 18, 2022, the City Commission approved Amendment No. 1 to the Master Lease (Exhibit 2). On June 20, 2023, the City Commission approved the Site Plan (Exhibit 3) for development of Bahia Mar. On December 5, 2023, the City Commission approved the creation of the Bahia Mar Community Development District ("CDD"). On January 9, 2024, and pursuant to Section 8.02 of the City Charter, the City Commission authorized the conveyance of the Air Rights Parcel (Exhibit 4) and an Interlocal Agreement with the CDD (Exhibit 5). To complete the conditions for conveyance of the Air Rights Parcel, the following documents are being presented to the City Commission for consideration.

1. Amendment No. 2 to Master Lease Agreement (Exhibit 6). This Amendment seeks to recognize the rights of the CDD to the Air Rights Parcel upon conveyance of the Air Rights Parcel, revise the dates for completion of the Park and Promenade to

coincide with completion of Phase I of the Project. Phase I includes Residential Tower 1 and Residential Tower 2 and the Hotel as reflected on the Approved Site Plan attached to the First Amendment to the Master Lease. This amendment also acknowledges that the Hotel when constructed will move from under the Master Lease to the Air Rights Parcel.

2. Declaration of Restrictive Covenant ("DRC") (Exhibit 7). The DRC creates a new enforcement mechanism for the City for portions of the Site Plan developed within the Air Rights Parcel and replicates and transfers the economic and other benefits to the City from the Phased Lease to the DRC, includes restrictions on the number of residential units, includes the prohibited uses and other terms and conditions. The financial benefit related to the Air Rights Parcel to the City is summarized in Exhibit 6. It is contemplated that the Phased Lease will be executed by the City and the Phased Lessee that will develop a tower in a portion of the Air Rights Parcel but terminated by the Phased Lessee before any condominium is created and the units are sold to the end users. The DRC will be recorded in the public records of Broward County and constitutes a covenant running with the land. It is anticipated that a Phased Lease will be executed for each Residential Tower and subsequently terminated.
3. Amended and Restated Declaration of Covenants & Restrictions of Bahia Mar Master Association, Inc. ("DCR") (Exhibit 8). The City was a party to the initial DCR and must join in to acknowledge the rights, duties, benefits, including easements granted by the City, and obligations of the parties who reside, occupy, operate lease or own units or facilities within Bahia Mar, including the Boat Show operator, the Marina subtenant, the Park, the Promenade. The DCR also provides for architectural standards, access, parking rights and privileges and other matters requiring the parties to cooperate and share facilities and privileges within this development. This amended DCR adds the CDD as a signatory to this instrument and recognizes the rights, obligations and limitations of the CDD. The DCR also includes a Right of Reverter in favor of the City relating to the Air Rights Parcel. If the Phased Lessee does not commence construction of Phase I within 20 years, then the Air Rights Parcel may revert back to the City.
4. Quit Claim Deed (Exhibit 11). The revised Quit Claim Deed, which is an exhibit to the Interlocal Agreement between the City, the Lessee and the CDD, adds language which merely acknowledges the Right of Reverter in favor of the City as described in the DCR.

Strategic Connections

This item is a Press Play Fort Lauderdale Strategic Plan 2024 initiative, specifically advancing:

- Internal Support Focus Area
- Goal 8: Build a leading government organization that manages all resources wisely and sustainably.

- Objective: Maintain financial integrity through sound budgeting practices, prudent fiscal management, cost effective operations, and long-term planning.

This item advances the *Fast Forward Fort Lauderdale Vision Plan 2035: We Are United*. The item advances the *Advance Fort Lauderdale 2040 Comprehensive Plan* specifically advancing:

- The Neighborhood Enhancement Focus Area
- The Future Land Use Element
- Goal 2: The City shall encourage sustainable, smart growth which designates areas for future growth, promotes connectivity, social equity, preservation of neighborhood character and compatible uses.

Attachments

Exhibit 1 – Master Lease Agreement

Exhibit 2 – Amendment No. 1 to Master Lease Agreement

Exhibit 3 – Site Plan

Exhibit 4 – Air Rights Parcel

Exhibit 5 – Resolution No. 24-14 Approving Conveyance of Air Rights Parcel

Exhibit 6 – Amendment No. 2 to Master Lease Agreement

Exhibit 7 – Declaration of Restrictive Covenants

Exhibit 8 – Amended and Restated Declaration of Covenants and Restrictions of Bahia Mar Master Association, Inc.

Exhibit 9 – Summary of Consideration under Air Rights Parcel and Master Lease

Exhibit 10 – Resolution

Exhibit 11– Revised Quit Claim Deed

Prepared by Angela Salmon, Assistant to the City Manager

Charter Officer: Greg Chavarria, City Manager

This Instrument Prepared by
and after recording return to:

Barry E. Somerstein, Esq.
Greenspoon Marder LLP
200 East Broward Boulevard, Suite 1800
Fort Lauderdale, FL 33301

FIRST AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS

THIS FIRST AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS (the “Amendment”) is made and executed as of this ___ day of _____, 2024, by RAHN BAHIA MAR L.L.C., a Delaware limited liability company authorized to do business in Florida (the “Developer”), BAHIA MAR COMMUNITY DEVELOPMENT DISTRICT, its successor and assigns (“CDD”), and the CITY OF FORT LAUDERDALE, FLORIDA, a municipal corporation of the State of Florida (“City”) and.

WHEREAS, Developer entered into that certain Declaration of Restrictive Covenants dated January 29, 2024 by and between Developer, the City, and the CDD recorded in Instrument Number 119363796 of the Public Records of Broward County, Florida (the “Declaration”) (all capitalized terms used but not defined herein shall have the meanings assigned to the same in the Declaration); and

WHEREAS, Developer wishes to amend the Declaration to correct two scrivener’s errors and this Amendment does not have a material adverse effect on the City, the CDD or any Owner.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), the sufficiency and receipt of which is hereby acknowledged, the Declaration is amended as follows:

1. Recitals. The above recitals are true and correct and incorporated herein by reference and shall be binding upon the parties hereto.

2. Correction of Scrivener’s Errors: The legal description of the CDD Air Rights Parcel set forth on Exhibit D of the Declaration is amended to be the legal description set forth on **Schedule 1** attached hereto.

3. Conflict; No Other Modifications. The Declaration is incorporated herein by this reference and is modified by this Amendment. In the event of any conflict between the provisions of the Declaration and the provisions of this Amendment, the provisions of this Amendment shall control. Except as expressly modified herein, all of the terms and conditions of the Declaration shall remain in full force and effect and shall apply to this Amendment. Terms not otherwise defined herein shall have the meaning set forth in the Declaration.

[TEXT AND SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date hereinabove written.

Signed, sealed and delivered
in the presence of:

RAHN BAHIA MAR L.L.C., a Delaware
limited liability company

Signature

Printed Name: _____

Witness Address

Signature

Printed Name: _____

Witness Address

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, by _____, as _____ of **RAHN BAHIA MAR L.L.C.**, a Delaware limited liability company, freely and voluntarily under authority duly vested in him/her by said entity. He/She is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2024.

Notary Public

Print Name: _____

My Commission Expires:

**BAHIA MAR COMMUNITY DEVELOPMENT
DISTRICT**

By: _____
Name: _____
Title: _____

STATE OF FLORIDA)
)
COUNTY OF)

On the _____ day of _____, 2024, before me by means of ☐ physical presence
or ☐ online notarization, a notary public in and for said state, personally appeared
_____, the _____ of BAHIA MAR COMMUNITY
DEVELOPMENT DISTRICT, a local unit of special purpose government organized under
Chapter 190 Florida Statute, known to me to be the person who executed the within Restrictive
Covenant on behalf of said Company and acknowledged to me that he executed the same for the
purposes therein stated.

Witness my hand and notarial seal subscribed and affixed in said County and State, the day
and year first above written.

Notary Public, State of Florida

Typed, printed or stamped name of Notary Public

My commission expires:

Signed, sealed and delivered
in the presence of:

Donna Varela
Signature
Printed Name: Donna Varela
101 NE 3rd Ave
Fort Lauderdale, FL 33301
Witness Address

Kayla Weinberg
Signature
Printed Name: Kayla Weinberg
101 NE 3RD AVE: Ste. 2100
FTL, FL 33301
Witness Address

**CITY OF FORT LAUDERDALE,
FLORIDA**, a municipal corporation of the
State of Florida

By: Susan Grant
Susan Grant
Title: City Manager

ATTEST:

By: David R. Soloman
David R. Soloman, City Clerk
(SEAL)



APPROVED AS TO FORM AND
CORRECTNESS:

D'Wayne Spence, Interim City Attorney,

By: Lynn Solomon
Lynn Solomon
Assistant City Attorney

3rd day of December, 2024

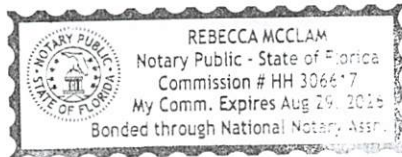
STATE OF FLORIDA

COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, by Susan Grant, City Manager of the **CITY OF FORT LAUDERDALE, FLORIDA**, a municipal corporation of the State of Florida, who is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 5th day of December, 2024.

(SEAL)



My Commission Expires:

R. McClam

Notary Public

Print Name: Rebecca McClam
#HH306617
Expires: Aug 29, 2026

SCHEDULE 1
Legal Description



CONTROL POINT ASSOCIATES, FL, LLC.
LB #8137

TRADITIONAL METHODS / MODERN APPROACHES
1700 N.W. 64th STREET #400, FORT LAUDERDALE, FLORIDA 33309
PHONE: (954) 753-7611 * EMAIL: DDONAHOE@CPASURVEY.COM

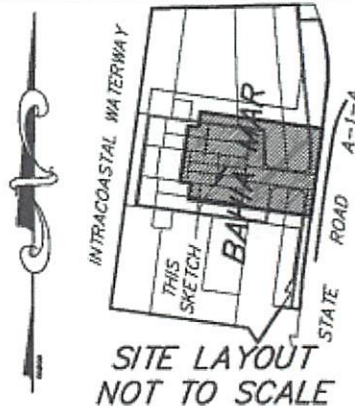
SKETCH AND DESCRIPTION
BAHIA MAR
CDD PODIUM AIRSPACE
SHEET 1 OF 2 SHEETS

LEGAL DESCRIPTION:

A portion of the Parcels and those certain 10.00 foot Walkways adjacent thereto and within said Parcels, BAHIA MAR, according to the plat thereof, as recorded in Plat Book 35, Page 39, of the public records of Broward County, Florida, above the ground level, Elevation= 3.5 feet, North American Vertical Datum 1988, more fully described as follows:

Commencing at the Northeast corner of Parcel 32, of said BAHIA MAR; thence South 05°40'45" East, a distance of 80.22 feet; thence North 88°35'36" East, a distance of 116.79 feet, to a point on a line 29.00 feet West of and parallel with the centerline of State Road A-1-A (Seabreeze Boulevard) and to a point on a curve; thence Southerly on said West right-of-way line of State Road A-1-A (Seabreeze Boulevard) and on said curve to the right, whose radius point bears South 71°39'34" West, with a radius of 882.51 feet, a central angle of 26°06'26", an arc distance of 402.11 feet to a point of tangency; thence South 07°46'00" West, on said West right-of-way line, a distance of 188.88 feet to the Point of Beginning; thence continuing South 07°46'00" West, on said West right-of-way line, a distance of 478.34 feet; thence North 82°14'00" West, a distance of 685.51 feet; thence North 07°46'00" East, a distance of 86.67 feet; thence North 82°14'00" West, a distance of 42.35 feet; thence North 08°00'23" East, a distance of 304.77 feet; thence South 82°14'00" East, a distance of 41.07 feet; thence North 07°46'00" East, a distance of 86.90 feet; thence South 82°14'00" East, a distance of 685.51 feet to the Point of Beginning.

Said lands situate, lying and being in the City of Fort Lauderdale, Broward County Florida and containing 340,618 square feet or 7.8195 acres more or less.



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 Control Point Associates, FL, LLC.
- 2) Legal description prepared by Control Point Associates, FL, LLC.
- 3) This drawing is not valid unless sealed with an appropriate surveyors seal.
- 4) THIS IS NOT A BOUNDARY SURVEY.
- 5) Bearings shown refer to the tangent, portion of the West right-of-way, State Road A-1-A as South 07°46'00" West.

CERTIFICATION

Certified Correct. Dated at Fort Lauderdale, Florida this 12th day of November, 2024.

James

McLaughlin Jr.

CONTROL POINT ASSOCIATES, FL, LLC

JAMES M. McLAUGHLIN JR.
Registered Land Surveyor No. LS4497
State of Florida.

FIELD BOOK NO. _____

DRAWN BY: JMMf

JOB ORDER NO. 230306 (BAHIA MAR)

CHECKED BY: _____

REF. DWG.: A-20(14), 97-3-134

When Recorded Mail to:

**Barry E. Somerstein, Esq.
Greenspoon Marder LLP
200 East Broward Boulevard, Suite 1800
Fort Lauderdale, FL 33301**

Prepared By:

**Barry E. Somerstein, Esq.
Greenspoon Marder LLP
200 East Broward Boulevard, Suite 1800
Fort Lauderdale, FL 33301**

Folio:

THIS IS A CORRECTIVE QUITCLAIM DEED TO CORRECT A SCRIVENER'S ERROR THAT WAS CONTAINED IN THE LEGAL DESCRIPTION OF THE PROPERTY SET FORTH IN THE QUITCLAIM DEED FROM THE CITY OF FORT LAUDERDALE TO BAHIA MAR COMMUNITY DEVELOPMENT DISTRICT RECORDED JANUARY 31, 2024 UNDER INSTRUMENT #119365858 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA ("ORIGINAL DEED"). THERE IS NO NEW CONSIDERATION BEING PAID AND DOCUMENTARY STAMPS OF \$0.70 WERE PAID ON THE ORIGINAL DEED.

CORRECTIVE QUITCLAIM DEED

THIS CORRECTIVE QUITCLAIM DEED is made this ____ day of December, 2024, by **CITY OF FORT LAUDERDALE**, a Florida municipal corporation ("Grantor"), whose address is 101 NE 3rd Avenue, Fort Lauderdale, Florida 33301, and **BAHIA MAR COMMUNITY DEVELOPMENT DISTRICT** ("Grantee"), whose address is c/o District Manager, GMS-South Florida, 5385 N. Nob Hill Road, Sunrise, Florida 33351.

(The terms "Grantor" and "Grantee" as used herein shall refer to the respective parties, and the heirs, personal representatives, successors, and assigns of such parties.)

WITNESSETH:

That Grantor, for and in consideration of TEN DOLLARS (\$10.00) and other valuable considerations, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim unto Grantee, its successors and assigns, forever, all of Grantor's rights, title, and interest, if any, in and to the following described lands, lying and being in Broward County, Florida, to wit:

See **Exhibit A**, attached hereto and made a part hereof (the "Property").

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity, and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit, and on behalf of the said Grantee forever.

THIS CONVEYANCE IS SUBJECT TO all zoning rules, regulations, and ordinances and other prohibitions imposed by any governmental authority with jurisdiction over the Property conveyed herein; existing public purpose utility and government easements and rights of way and other matters of record; and real estate taxes for all years and the matters set forth on **Exhibit B**.

The Grantor hereby reserves and retains all rights and benefits under that Master Lease dated April 13, 2022, as amended, any and all Phased Leases, and that Declaration of Restrictive Covenants, as amended, by and between the City, the CDD and Rahn Bahia Mar LLC.

The Property being conveyed pursuant to this Corrective Quit Claim Deed is subject to a reverter as set forth in Section 16 of the Declaration of Restrictive Covenants recorded in Instrument No. 119363796 of the Public Records of Broward County, Florida.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name by the City Commission acting by the Mayor of said City Commission and the City Manager, the day and year aforesaid.

GRANTOR:

CITY OF FORT LAUDERDALE,
a Florida municipal corporation

ATTEST:

By: [Signature]
David R. Solomon, City Clerk



By: [Signature]
Dean J. Trantalis, Mayor-Commissioner

9 day of December, 2024

By: [Signature]
Susan Grant, City Manager

5th day of December, 2024

APPROVED AS TO FORM:

D'Wayne Spence, Interim City Attorney,

By: [Signature]
Lynn Solomon
Assistant City Attorney

3 day of December, 2024

EXHIBIT A (to quit claim deed)

Legal Description



CONTROL POINT ASSOCIATES, FL, LLC.

LB #8137

TRADITIONAL METHODS | MODERN APPROACHES
1700 N.W. 64th STREET #400, FORT LAUDERDALE, FLORIDA 33309
PHONE: (954) 763-7611 • EMAIL: DDONAHOE@CPASURVEY.COM

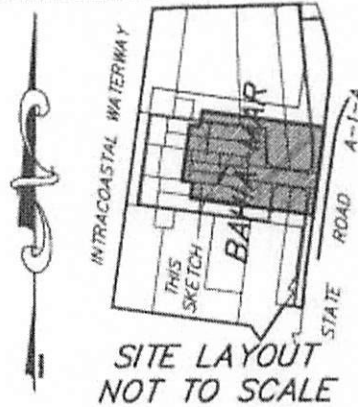
SKETCH AND DESCRIPTION BAHIA MAR CDD PODIUM AIRSPACE SHEET 1 OF 2 SHEETS

LEGAL DESCRIPTION:

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NOTES:

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- 2) Legal description prepared by Control Point Associates, FL, LLC.
- 3) This drawing is not valid unless sealed with an appropriate surveyors seal.
- 4) THIS IS NOT A BOUNDARY SURVEY.
- 5) Bearings shown refer to the tangent, portion of the West right-of-way, State Road A-1-A as South 07°46'00" West.

CERTIFICATION

Certified Correct. Dated at Fort Lauderdale, Florida this 12th day of November, 2024.

James

McLaughlin Jr.

CONTROL POINT ASSOCIATES, FL, LLC

James M. McLaughlin Jr.
JAMES M. McLAUGHLIN JR.
Registered Land Surveyor No. LS4497
State of Florida.

FIELD BOOK NO. _____

DRAWN BY: JMMF

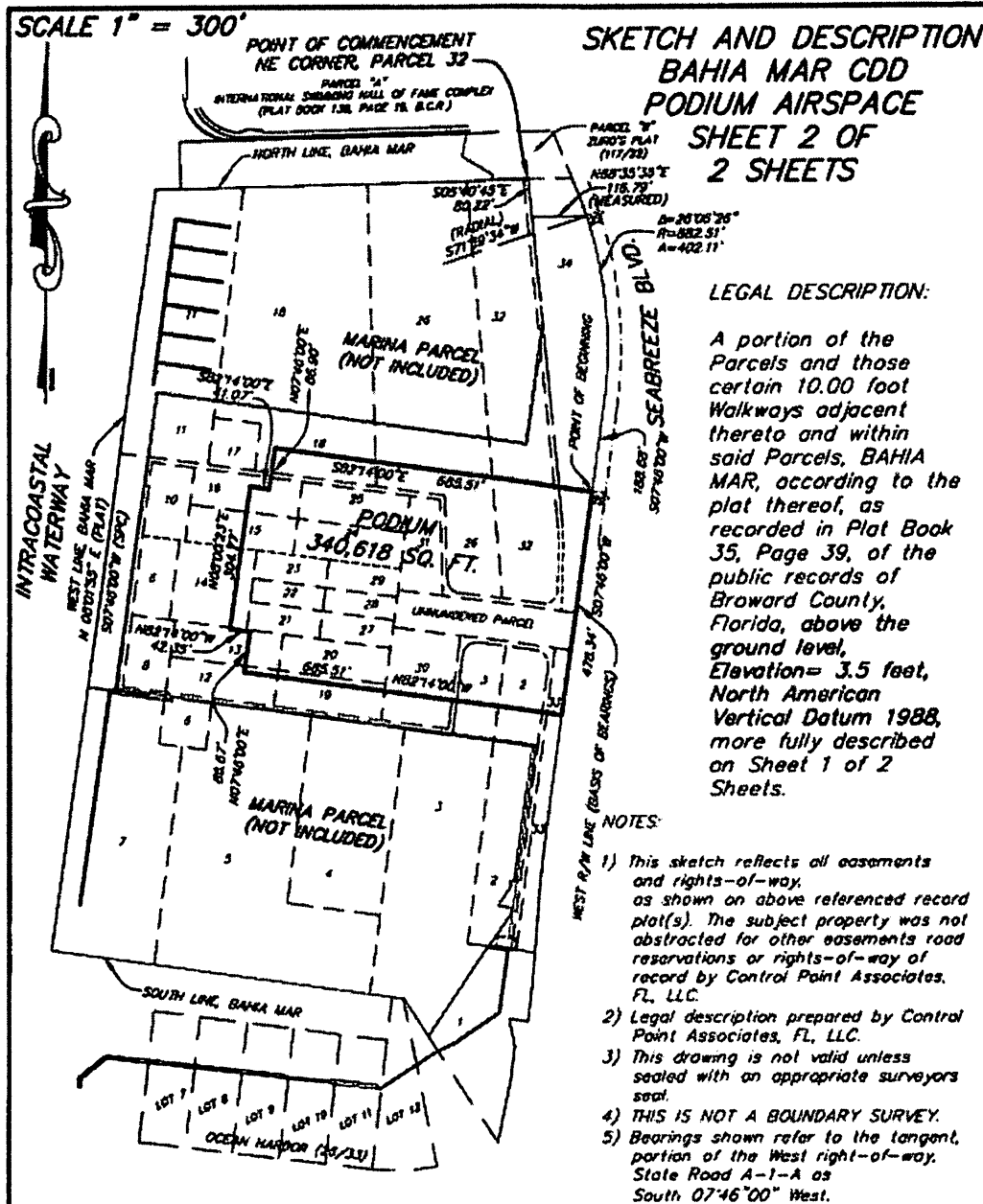
JOB ORDER NO. 230306 (BAHIA MAR)

CHECKED BY: _____

REF. DWG.: A-20(14), 97-3-134

CONTROL POINT ASSOCIATES, FL, LLC.
LB #8137

TRADITIONAL METHODS / MODERN APPROACHES
1700 N.W. 64th STREET #400, FORT LAUDERDALE, FLORIDA 33309
PHONE: (954) 763-7611 • EMAIL: DDOVAHOE@CPASURVEY.COM



FIELD BOOK NO. _____
JOB ORDER NO. 230306 (BAHIA MAR)
REF. DWG.: A-20(14), 97-3-134

DRAWN BY: MMJ

CHECKED BY: _____

EXHIBIT B

OTHER EXISTING TITLE DOCUMENTS

- Oil, gas, and mineral reservations contained in deed from the Trustees of the Internal Improvement Fund of the State of Florida, dated March 31, 1937, recorded in Deed Book 289, Page 450, as modified by the Corrective Deed recorded in Official Records Book 4935, page 156. Said reservations have been released of record as to a portion of the insured land by the Quitclaim Deed dated November 1, 1972, recorded December 6, 1972, in Official Records Book 5080, page 843.
- Easement granted to Florida Power & Light Company dated July 13, 1966, recorded August 8, 1966, in Official Records Book 3279, page 797.
- Easements contained in the Order of Taking dated October 16, 1980, recorded in Official Records Book 9190, page 256 and the Supplemental Order of Taking dated November 20, 1980, recorded in Official Records Book 9264, page 11, both Orders rendered in Civil Action Case No. 80-17964 in the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County, Florida.
- Easement granted to Selkirk Communications, Inc. recorded in Official Records Book 12423, page 740.
- Easement granted to Florida Power & Light Company recorded in Official Records Book 13080, page 150, and Official Records Book 13080, Page 158.
- Removal Agreement for Future Right-of-Way recorded October 5, 1988, in Official Records Book 15842, page 678.
- Easement granted to Florida Power & Light Company recorded June 11, 1992, in Official Records Book 19577, page 607.
- Easement for right of way, utilities and other public purposes granted by Bahia Mar Associates, Ltd., a Florida limited partnership to the City of Fort Lauderdale, dated December 13, 1991, recorded May 12, 1994, in Official Records Book 22134, page 740.
- Deed of Easement granted to Bell South Telecommunications, Inc., d/b/a Southern Bell Telephone and Telegraph Company recorded in Official Records Book 23836, page 18.
- Easement Deed granted to Florida Power & Light Company recorded October 5, 1995, in Official Records Book 23994, page 417.
- Easement Deed granted to Florida Power & Light Company recorded October 5, 1995, in Official Records Book 23994, page 422.

- Easement Deed granted to Florida Power & Light Company recorded in Official Records Book 23994, page 427.
- Matters set forth in the Notice Regarding Intracoastal Waterway Right of Way recorded April 20, 1998, in Official Records Book 28071, page 945.
- Perpetual Easement Deed for street lighting purposes granted to the State of Florida Department of Transportation, recorded July 13, 2000, in Official Records Book 30668, page 1955.
- Easement granted to Florida Power and Light Company recorded May 19, 2003, in Official Records Book 35190, page 724.
- Easement granted to Florida Power and Light Company recorded June 13, 2003, in Official Records Book 35375, page 1476.
- Matters contained in Resolution Nos. 07-142 and 07-162 of the City Commission of the City of Fort Lauderdale, pertaining to beach business improvement assessments, recorded in Official Records Book 44715, page 1566, and Official Records Book 44715, page 1583.
- Easement granted to Florida Power & Light Company recorded July 26, 2018, at Official Records Instrument No. 115225357.
- Terms, covenants, conditions, and other matters contained in the Extended Boat Show Lease dated June 6, 2017, between Rahn Bahia Mar, L.L.C. and Marine Industries Association of South Florida, Inc. and Yachting Promotions, Inc., as evidenced by the Memorandum of Lease recorded at Official Records Instrument No. 116018755.
- Terms, covenants, conditions, restrictions, and easements (which provides for liens for assessments) created by and set forth in the Declaration of Covenants and Restrictions of Bahia Mar Master Association, Inc. recorded October 7, 2019, at Official Records Instrument No. 116096957; as affected by Amended and Restated Declaration of Covenants & Restrictions of Bahia Mar Master Association, Inc. ("Amended Declaration") to be recorded immediately after the recording of this Restrictive Covenant, as such Amended Declaration may be amended from time to time.

- Terms, covenants, conditions and other matters contained in the Amended and Restated Lease Agreement dated January 4, 1995, recorded February 23, 1995 in Official Records Book 23168, page 347, as amended by the First Amendment to Amended and Restated Lease Agreement by and between the City of Fort Lauderdale, a municipal corporation and Rahn Bahia Mar L.L.C., a Delaware limited liability company successor by merger to Rahn Bahia Mar, Ltd., dated as of May 6, 2014 and recorded in Official Records Book 50912, page 1085, and as further amended by Amended and Restated Lease Agreement City of Fort Lauderdale, a municipal corporation and Rahn Bahia Mar L.L.C., a Delaware limited liability company, dated April 13, 2022, recorded May 10, 2022 in Official Records Instrument No. 118135051, as amended by Amendment No. 2 to Master Lease dated January 29, 2024, as same may be amended from time to time.

AS AN INFORMATIONAL NOTE: The tenant's leasehold interest under the above Amended and Restated Lease Agreement (as amended), but **NOT** the owner's fee interest is subject to that certain Amended and Restated Leasehold Mortgage, Assignment of Rents, Security Agreement and Fixture Filing, and Notice of Future Advance executed by RAHN BAHIA MAR L.L.C., a Delaware limited liability company, in favor of Florida Community Bank, N.A., a national banking association, dated September 07, 2017, in the original principal amount of \$135,000,000.00, recorded September 14, 2017 in Instrument Number 114608286, affected by Partial Release of Mortgage and Other Loan Documents recorded December 9, 2021 in Official Records Instrument No. 117790894, as amended by the Partial Release of Collateral and First Amendment to Amended and Restated Leasehold Mortgage, Assignment of Rents, Security Agreement and Fixture Filing, and Notice of Future Advance dated October 4, 2019, and recorded October 7, 2019, at Official Records Instrument No. 116096960, as amended from time to time (as to the leasehold interest not to fee simple interest).

- Declaration of Restrictive Covenants as recorded June 30, 2023, in Instrument No. 118953316.
- Perpetual Easement in favor of State of Florida Department of Transportation as recorded December 7, 2022, in Instrument No. 118559365.
- Perpetual Easement in favor of State of Florida Department of Transportation as recorded December 7, 2022, in Instrument No. 118559366.
- As to that portion of the premises herein described which is (a) submerged land or is (b) artificially filled in land, artificially exposed land, or any land accreted thereto, in what was formerly navigable waters, this Policy is subject to the right of the United States government arising by reason of its control over navigable waters in the interest of navigation and commerce.
- This Declaration of Restrictive Covenants between Rahn Bahia Mar L.L.C., a Delaware limited liability company; The City of Fort Lauderdale, Florida, and Bahia Mar Community Development District.
- Note: Notice of Lien Prohibition recorded in Official Records Book 51345, Page 1752.

- Note: Recorded Notice of Environmental Resource Permit recorded at Official Records Instrument No. 117731884.

Note: All of the recording information contained herein refers to the Public Records of BROWARD County, Florida, unless otherwise indicated. Any reference herein to a Book and Page or Instrument Number is a reference to the Official Record Books of said county, unless indicated to the contrary, and all references to the above documents is to such document(s) as same may be amended from time to time.