

This Instrument Prepared by:

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

RECORDED AND RETURN TO:

Garry W. Johnson, Esq.
GARRY W. JOHNSON, P.A.
750 Southeast 3rd 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.** ("**Grantor**"), whose mailing address is 315 S. Biscayne Blvd. 4th Floor, Miami, FL 33131, 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:

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 "**Riverwalk Easement Area**") and the portion more particularly described in **Exhibit C** attached hereto (the "**Construction and Maintenance Easement Area**") and, collectively with the Riverwalk Easement Area, the "**Easement Areas**"). Grantor hereby covenants with Grantee that Grantor is lawfully seized of fee simple interest to the 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 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 Lineal 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 Riverwalk Easement Area and over the portion of the New River waterway adjacent to and abutting the Property (the Riverwalk Easement Area and the portion of the New River waterway 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.

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, 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 shall be superior to any and all other easement rights within the Easement Areas that are not consistent with the easement rights granted herein for the 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 for the Adjacent Riverwalk, if necessary) required in connection with the construction of the Adjacent Riverwalk; provided, however, as to the Adjacent Riverwalk, 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, which, in light of the overall purpose, intent and of establishing this segment of the Riverwalk Lineal 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 governing any dockage associated with the Adjacent Riverwalk shall be a private lease, in the name of, and within the, exclusive control of Grantor.

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 Lineal 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; (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 Lineal 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]

By _____
John P. "Jack" Seiler, Mayor

[Witness type or print name]

By _____
Lee R. Feldman, City Manager

(CORPORATE SEAL)

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

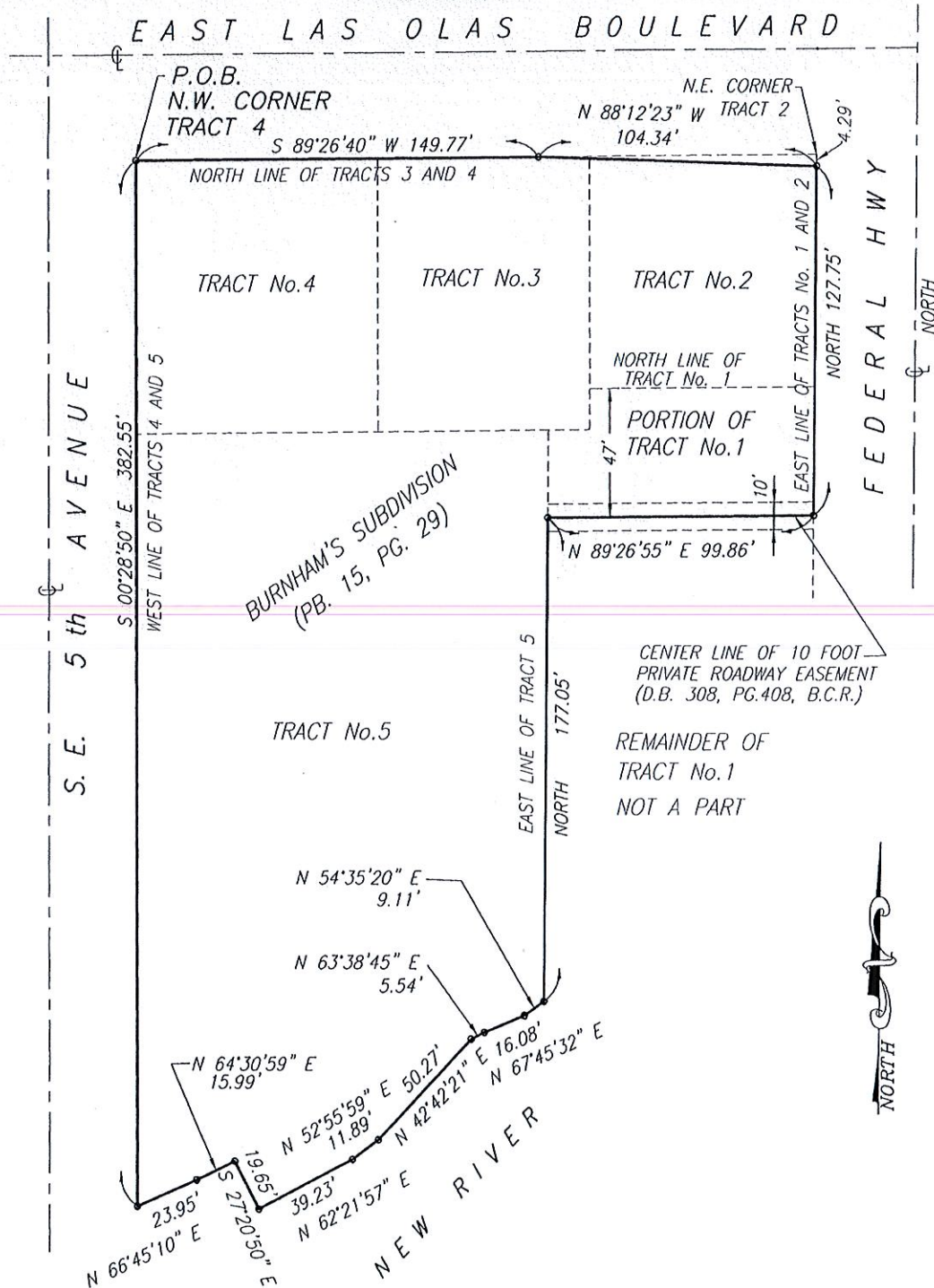
G:\rbd office\2013\Real Property\Easements\RiverwalkEasement\04.15..15 Related Group.rbd.1(clean).doc

[EXHIBITS AND MORTGAGE SUBORDINATION AGREEMENT FOLLOWS]

Exhibit A – Legal Description of Property

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

EXHIBIT A PROPERTY



SCALE 1"=60'

SHEET 1 OF 2 SHEETS



Schwelbke-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

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

REVISIONS



Schwelbke-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

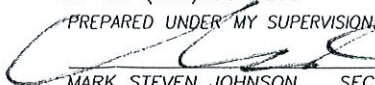
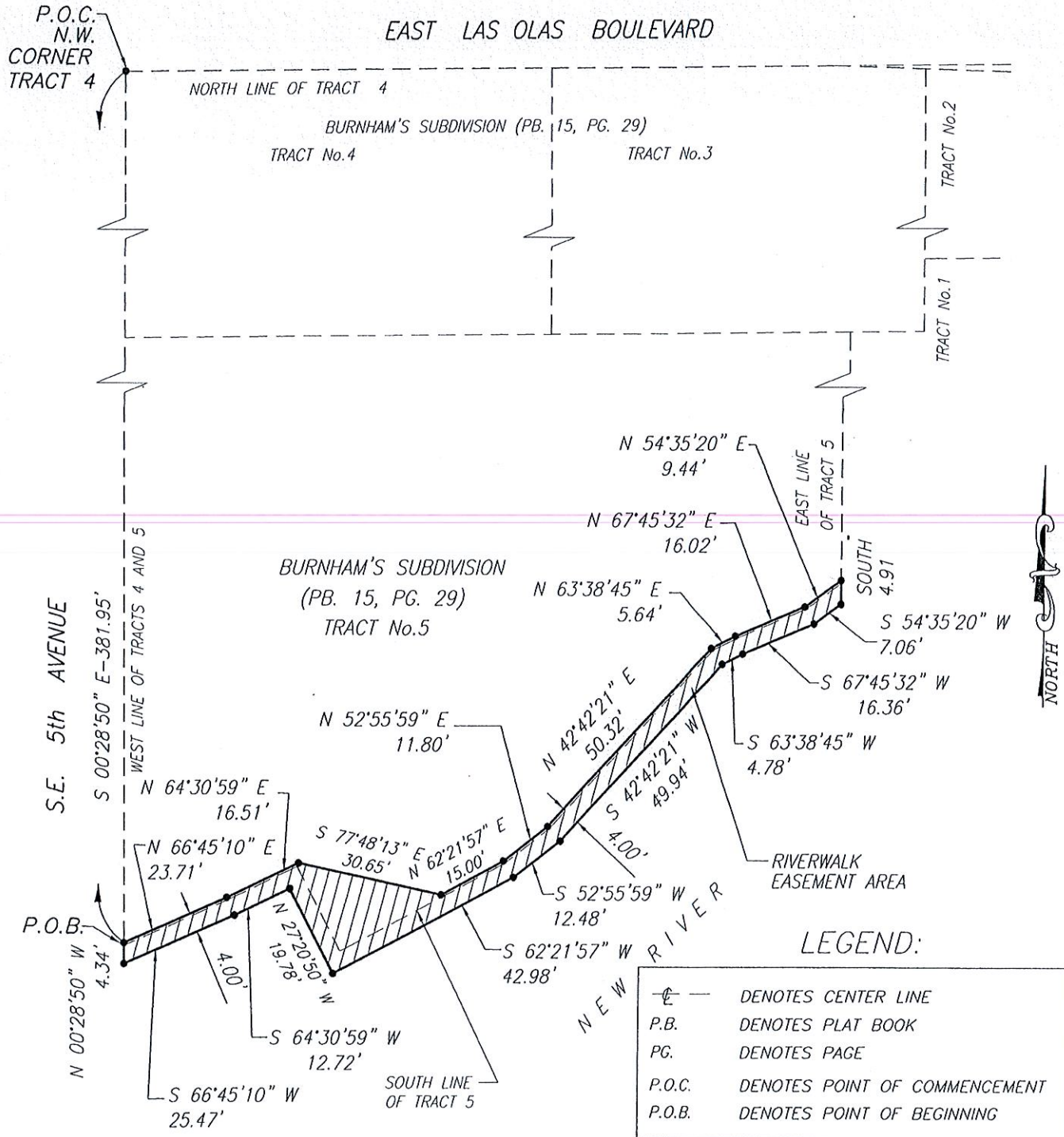
PREPARED UNDER MY SUPERVISION:

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

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-Shiskin & Associates, Inc. LAND SURVEYORS—ENGINEERS—LAND PLANNERS — 3240 CORPORATE WAY—MIRAMAR, FL 33025 PHONE No.(954)435-7010 FAX No. (954)438-3288	REVISIONS <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-8	PREPARED UNDER MY SUPERVISION: MARK STEVEN JOHNSON, SEC'Y & TREASURER VAL LAND SURVEYOR No. 4775

K:\110512\BURNHAM'S SUBDIVISION\LEGAL DESCRIPTION.dwg

LEGAL DESCRIPTION TO ACCOMPANY SKETCH

EXHIBIT B—RIVERWALK EASEMENT AREA

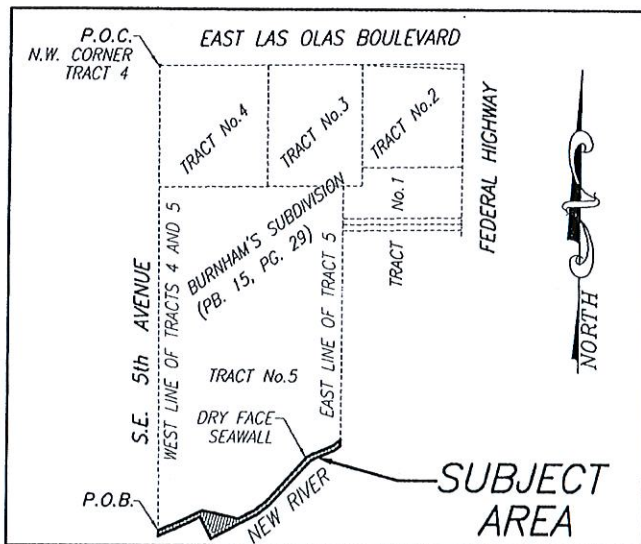
A PORTION OF TRACT 5 OF "BURNHAM'S SUBDIVISION", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15 AT PAGE 29 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND A PORTION OF SOVEREIGNTY SUBMERGED LAND IN SECTION 10, TOWNSHIP 50 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA BEING MORE PARTICULARLY 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 66 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.

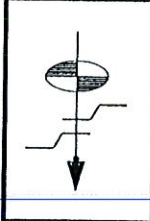
NOTES:

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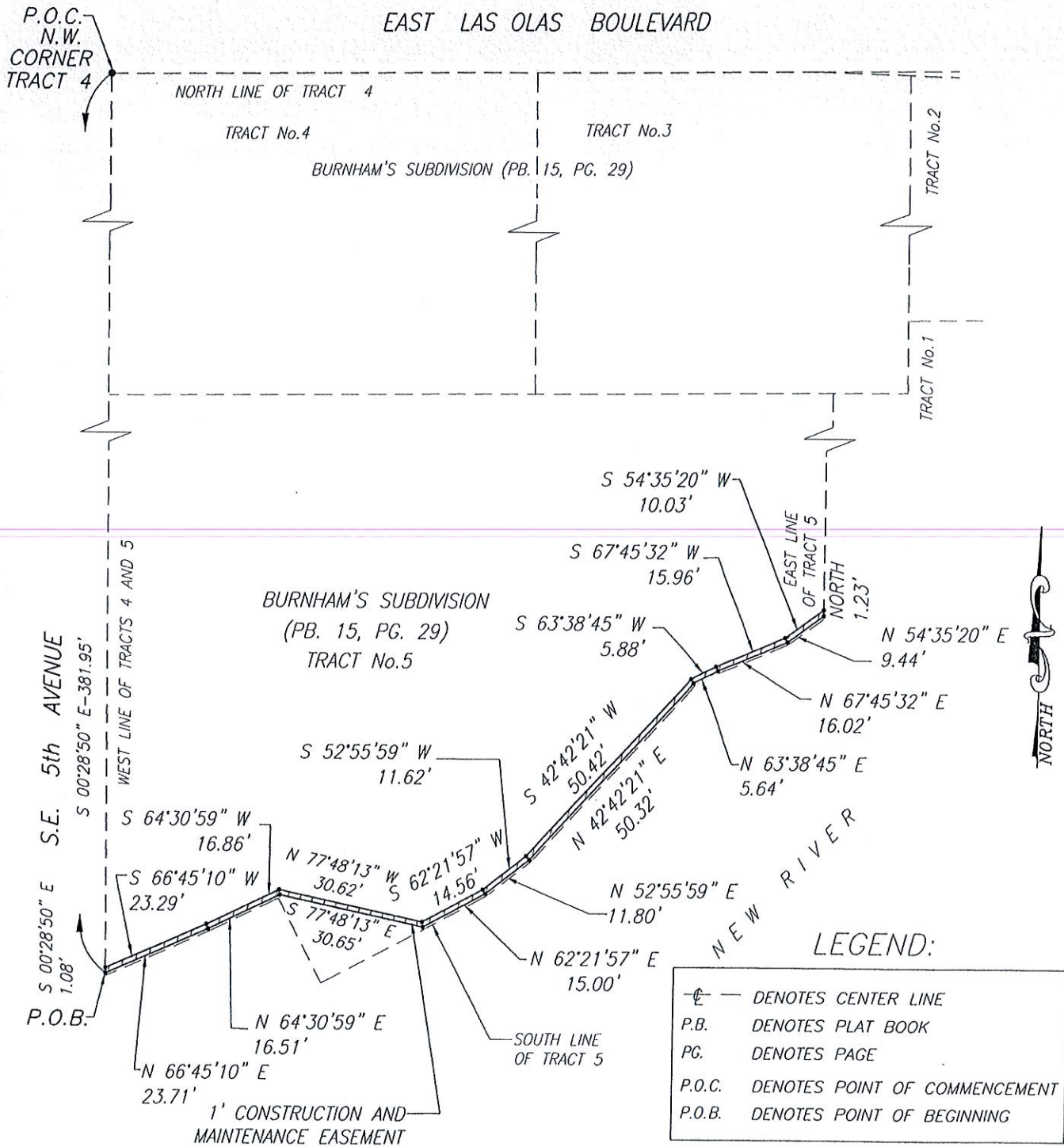
PREPARED UNDER MY SUPERVISION:
Mark Steven Johnson
MARK STEVEN JOHNSON, SEC'Y & TREASURER
FLORIDA PROFESSIONAL LAND SURVEYOR No. 4775

REVISIONS

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

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

E:\11050428\BURNHAM'S SUBDIVISION\LEGAL DESCRIPTION.dwg

LEGAL DESCRIPTION TO ACCOMPANY SKETCH

EXHIBIT C-CONSTRUCTION AND MAINTENANCE EASEMENT AREA

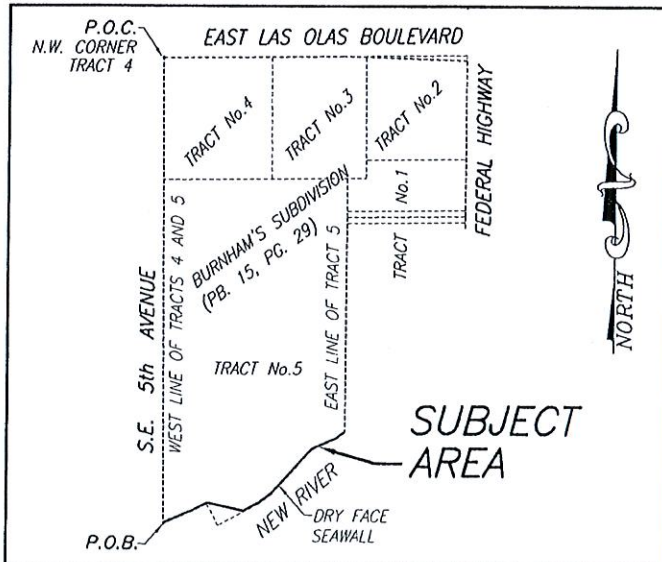
A PORTION OF TRACT 5 OF "BURNHAM'S SUBDIVISION", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15 AT PAGE 29 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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 66 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



Schwelbke-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

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.

MORTGAGE SUBORDINATION AGREEMENT

City National Bank of Florida, a national banking association ("Mortgagee") is the owner and holder of that certain [insert mortgage information] recorded _____, in Official Record Book ____, Page ____, of the Public Records of ____ County, Florida, which mortgage encumbers all or part of the property described in the attached Riverwalk Linear Park Easement #4 (the "Easement") to which this Mortgage Subordination Agreement is attached and by this reference made a part hereof. Mortgagee hereby agrees that the lien of said mortgage and any and all instruments of security incident to said mortgage and all right, title and interest of Mortgagee in the property described in the Easement is hereby made subject, subordinate and inferior to the Easement. The subordination of the right, title and interest of Mortgagee in the aforesaid property is without restriction or limitation to the amount of indebtedness, whether principal, interest, future advances, capitalized interest or otherwise.

IN WITNESS WHEREOF, the undersigned Mortgagee has executed this Mortgage Subordination Agreement, this _____ day of _____, 2014.

Signed and sealed in the presence of:

MORTGAGEE:

**CITY NATIONAL BANK OF FLORIDA, a
national banking association**

Print Name:

By: _____

Name: _____

Title: _____

Print Name:

ACKNOWLEDGEMENT

STATE OF _____)

) SS.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by _____, as _____ of CITY NATIONAL BANK OF FLORIDA, a national banking association, on behalf of the entity. He/she is personally known to me or has produced as identification and did/did not take an oath.

(SEAL)

Signed: _____

Printed Name of Notary: _____

My Commission expires: