



COMMISSION AGENDA ITEM  
DOCUMENT ROUTING FORM

Today's Date: 3/24/2025

2L

DOCUMENT TITLE: Revocable License with 501 Aviva Owner LLC – Temporary Construction Fence at Smoker Park

COMM. MTG. DATE: 3/4/2025 CAM #: 25-0063 ITEM #: CM-10 CAM attached: ☒ YES ☐ NO

Routing Origin: Parks Router Name/Ext: C. Bean-5348 Action Summary attached: ☒ YES ☐ NO

CIP FUNDED: ☐ YES ☒ NO

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

1) Dept: CAO Router Name/Ext: Sonias X5598 # of originals routed: 2 Date to CAO: 3/24/25

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

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

Date to CCO: 3/25/25 Shaun Amarnani  
Attorney's Name

SA  
Initials

3) City Clerk's Office: # of originals: 2 Routed to: Donna V./Amber Carera./CMO Date: 03/25/25

4) City Manager's Office: CMO LOG #: Mar 66 Document received from: \_\_\_\_\_

Assigned to: SUSAN GRANT ☐ ANTHONY FAJARDO ☐ LAURA REESE ☐ BEN ROGERS ☐

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

PER ACM: A. Fajardo \_\_\_\_\_ (Initial/Date) PER ACM: L. REESE \_\_\_\_\_ (Initial/Date)

B. Rogers \_\_\_\_\_ (Initial/Date)

☐ PENDING APPROVAL (See comments below)

Comments/Questions: \_\_\_\_\_

Forward \_\_\_ originals to ☐ Mayor ☐ CCO Date: \_\_\_\_\_

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

6) City Clerk: Scan original and forwards \_\_\_ originals to: Carolyn Bean/Parks & REC/ Ext. 5348

\*\*\* Please provide a scan of executed version to ssierra@fortlauderdale.gov

Attach \_\_\_ certified Reso # \_\_\_\_\_ ☐ YES ☒ NO

Original Route form to C. Bean-5348

**SA** **CM-10** 25-0063 Motion Approving and Authorizing the Execution of a Revocable License with 501 Aviva Owner, LLC, for the Installation of a Temporary Construction Fence at Smoker Park - (Commission District 4)

**APPROVED**

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

**PSJ** **CM-11** 25-0073 Motion Approving Consent to Assignment and Assumption of Agreement from Electric Supply of Tampa, LLC to World Electric Supply, LLC - (Commission Districts 1, 2, 3 and 4)

**APPROVED**

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

**PSJ** **CM-12** 25-0191 Motion Approving an Additional \$35,000 to the Purchase Order Amount for Safety Shoes and Boots - Global Trading, Inc., Safety Shoe Distributors L.L.P., and Sole Brothers, Inc. dba Red Wing Shoes - (Commission Districts 1, 2, 3 and 4)

**APPROVED**

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

**GB** **CM-13** 25-0214 Motion Approving Recommendation from the Walk of Fame Committee for 2025 Walk of Fame Inductees - (Commission Districts 1, 2, 3 and 4)

**APPROVED**

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

**KCM** **CM-14** 25-0246 Motion Authorizing the City Manager to Execute a Five-Year Extension and Any Remaining Extensions to the Lease Agreement with Broward County for Parking Lot I at South New River Drive East and Southeast First Avenue - (Commission District 4)

**APPROVED**

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



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

**#25-0063**

---

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

**FROM:** Susan Grant, Acting City Manager

**DATE:** January 22, 2025

**TITLE:** Motion Approving and Authorizing the Execution of a Revocable License with 501 Aviva Owner, LLC, for the Installation of a Temporary Construction Fence at Smoker Park– **(Commission District 4)**

---

**Recommendation**

Staff recommends the City Commission consider a motion authorizing the execution of a Revocable License with 501 Aviva Owner LLC, for the Installation of a Temporary Construction Fence at Smoker Park for the duration of the Licensee's Construction Project.

**Background**

On June 22, 1998, Broward County, Riverview of Fort Lauderdale, Ltd., and the City entered into the Park Easement Agreement for Smoker Park located at 501 S. New River Drive E for the perpetual nonexclusive easement in favor of public park access. The County has confirmed in writing that the City does not need County approval under the Park Easement Agreement in order to approve a license agreement to install a temporary construction fence on the property.

There is a new condominium building being constructed on the East side of Smoker Park which is called Sixth & Rio. The developer of Sixth & Rio contacted the City of Fort Lauderdale and requested to place a temporary fence within the park's boundaries. The fence would provide safety and access purposes, which will be a chain link fence with a dust screen.

This Revocable License Agreement would grant a temporary, non-exclusive twenty-six (26) month license to Licensee over and upon the Revocable License Area for the limited purpose of providing Licensee the ability to install a temporary construction fence within the Revocable License Area, which includes ingress and egress of authorized construction personnel only and limited vehicular ingress and egress to the construction project for access to same within the Revocable License Area and intermittent construction related activities related to Licensee's Construction Project. The license is revocable with cause.

The Revocable License Agreement additionally contains a twelve (12) month extension option to extend the license by signature of the City Manager.

**Resource Impact**

There is no fiscal impact to the City associated with this action.

**Strategic Connections**

This item is a 2024 Top Commission Priority, advancing the Public Places initiative.

This item supports the *Press Play Fort Lauderdale 2029 Strategic Plan*, specifically advancing:

- The Public Places Focus Area, Goal 3: Build a beautiful and welcoming community.

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

This item supports the Advance Fort Lauderdale 2040 Comprehensive Plan, specifically advancing:

- The Public Places Focus Area
- The Parks, Recreation & Open Spaces Element
- Goal 1: Be a community where persons of all ages are able to partake in a fun and healthy lifestyle.

**Attachment**

Exhibit 1 – Revocable License Agreement

---

Prepared by: Carolyn Bean, Asst. to the Director, Parks and Recreation

Department Director: Carl Williams, Parks and Recreation

**PREPARED BY AND RETURN TO:**

**SHAUN N. AMARNANI, ESQ.**  
**City of Fort Lauderdale**  
**City Attorney's Office**  
**1 East Broward Blvd., Suite 1605**  
**Fort Lauderdale, FL 33301**

Folio No: 504210BE0001 and 504210BA0001

**REVOCABLE LICENSE**

**THIS REVOCABLE LICENSE ("Agreement")** is made as of the Effective Date (hereinafter defined) by and between **CITY OF FORT LAUDERDALE**, a municipality duly enacted under the laws of the State of Florida, whose address is 101 NE 3rd Avenue, Suite 2100, Fort Lauderdale, FL 33301 ("**Licensor**"); and **501 AVIVA OWNER LLC**, a Florida limited liability company, with its principal offices at 1800 Las Olas Boulevard, Fort Lauderdale, FL 33301 ("**Licensee**").

**WITNESSETH:**

**WHEREAS**, Licensor was dedicated a park easement attached as "**Exhibit A**" on certain property owned by Broward County. The entirety of the easement area granted to the Licensor in Exhibit A is referenced as "**Smoker Park**" or "**City Property**";

**WHEREAS**, Licensee is the fee simple owner of that certain real property located in Broward County, Florida adjacent to the City Property, as more particularly described in "**Exhibit B**" attached hereto and incorporated herein by this reference "**Licensee's Private Property**";

**WHEREAS**, Licensee is currently undergoing a construction project ("**Licensee's Construction Project**") on the Licensee's Private Property that is near the setback of City Property;

**WHEREAS**, in order for Licensee to proceed with its construction project on the Licensee's Private Property, Licensee has requested to obtain a revocable license over and upon a portion of Smoker Park for the installation of a temporary fence as a safety buffer to separate the general public from the construction project within a small portion of Smoker Park;

**WHEREAS**, Licensee has proposed the temporary fence and safety buffer area over and across a portion of the City Property at the location is more specifically described and depicted in "**Exhibit C**" attached hereto ("**Revocable License Area**"); and

**WHEREAS**, Licensor has agreed to grant a temporary, non-exclusive revocable license ("**Revocable License**") over, under, and across the Revocable License Area in accordance with the terms and conditions more specifically set forth herein and agreed to by both parties ("**Agreement**").

**NOW THEREFORE**, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Recitals.** The recitals set forth above are true and correct and hereby incorporated into the terms of this Agreement.

2. **Limited Grant of Temporary Revocable License.** Licensors hereby grants, bargains, sells, releases, conveys and confirms unto Licensee and its agents, a temporary, non-exclusive revocable license to Licensee over and upon the Revocable License Area for the limited purpose of providing Licensee the ability to install a temporary construction fence within the Revocable License Area, which includes ingress and egress of authorized construction personnel only and limited vehicular ingress and egress to the construction project for access to same within the Revocable License Area and intermittent construction related activities related to Licensee's Construction Project. This Revocable License **SHALL NOT** be used for any additional purposes including, but not limited to, storage of materials and equipment associated with the Licensee's construction project. The right to use the Revocable License Area may be extended by Licensee to its employees, agents, licensees, contractors, consultants, subcontractors, business invitees and other persons having contact with the Construction Project (collectively, "**Licensee's Affiliates**"). Licensee shall not make any use of the Revocable License Area which is or would be a nuisance or unreasonably detrimental to the construction, use or operation of the City Property. All rights not reasonably necessary hereunder are expressly reserved to Licensors. Nothing contained in this Revocable License Area shall be deemed to constitute a grant or dedication to the general public or for any public purpose whatsoever.

3. **Non-Disturbance of Property Interests.** The Temporary Revocable License shall at all times be subject to any easements, including the City's property interests, leases, and other property interests conveyed to any party covering the Revocable License Area. Upon either twenty-four (24) hours of notice of entry, or an emergency, the Revocable License Area shall not be obstructed by Licensee in a way to prohibit access, ingress or egress, or in any manner, interfere with the conveyances of said easements and or other property interests, including those of the Licensors, and its agents and assigns, which has the explicit right to enter into the Revocable License Area.

4. **Duration of License.** All covenants, rights and obligations related to the Revocable License Area shall automatically terminate upon the earlier of (i) the completion of Licensee's Construction Project; (ii) either party exercising the termination clause per Paragraph 5; or (iii) twenty-six (26) months from the Effective Date hereof, unless sooner terminated as provided herein or extended by the mutual consent of the parties hereto ("**Termination**"). The City Manager may administratively execute an extension up to an additional twelve (12) month period in a form approved by the City Attorney's Office. Upon Termination, this Agreement shall be deemed null and void and of no further force or effect and the parties hereto shall be relieved of any further rights and obligations hereunder, except as explicitly stated surviving termination.

5. **Termination.** This Agreement may be canceled with cause by either party during the term hereof upon thirty (30) days written notice to the other party of its desire to terminate this Agreement. Licensors shall have no liability for any property left on Licensors' property by any party to this Agreement after the termination of this Agreement. Any party contracting with Licensors under this Agreement agrees that any of its property placed upon Licensors' facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon Licensors' facilities after that time shall be deemed to be abandoned, title to such property



shall pass to Licensor, and Licensor may use or dispose of such property as Licensor deems fit and appropriate.

6. **Maintenance of the Revocable License Area.** Licensee agrees to restore the Revocable License Area to its original condition upon completion, and to pay all costs and expenses in connection therewith. Licensee, or its successors and assigns, at its sole cost and expense, shall maintain the Revocable License Area in (i) a clean state, ensuring the removal of trash and cutting of grass, and (ii) in compliance with all applicable governmental regulations. In the event Licensee, or Licensee's Affiliates, disturb or damage any areas, facilities, improvements, trees, sprinklers, landscaping, or any other property within Smoker Park, including any paving, curbing, sidewalks, recreational facilities and landscaping (collectively, "**Disturbed Area**"), Licensee shall, at its sole cost and expense, promptly repair, replace and restore any Disturbed Area within Smoker Park to its original condition, at the reasonable satisfaction of Licensor, including the removal of any fences installed. This Paragraph shall survive Termination.

7. **Insurance.** As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, Licensee, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of Licensee. Licensee shall provide the City a certificate of insurance evidencing such coverage. Licensee's insurance coverage shall be primary insurance for all applicable policies, in respect to the City's interests. The limits of coverage under each policy maintained by Licensee shall not be interpreted as limiting Licensee's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by Licensee for assessing the extent or determining appropriate types and limits of coverage to protect Licensee against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Licensee under this Agreement.

The following insurance policies and coverages are required:

**Commercial General Liability**

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipality, its officials, employees, and volunteers are to be included as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with

respect to liability arising out of activities performed by or on behalf of the Licensee. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

#### Insurance Certificate Requirements

- a. Licensee shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the commencement of the License Term.
- b. Licensee shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Licensee to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term or any surviving obligation of Licensee following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, Licensee shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be included as an Additional Insured on the general liability policy.
- g. The title of the Agreement, Bid/Contract number, or other identifying reference must be listed on the Certificate of Insurance.

#### The Certificate Holder should read as follows:

City of Fort Lauderdale  
401 SE 21<sup>st</sup> Street  
Fort Lauderdale, FL 33316

Licensee has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, including any loss not covered because of the application of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at Licensee's expense.

If Licensee's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, Licensee may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

Licensee's insurance coverage shall be primary insurance in respect to the City's interests, a Florida municipality, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributory.



Any exclusion or provision in any insurance policy maintained by Licensee that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage may be considered breach of contract. In addition, Licensee must provide to the City confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Licensee's insurance policies.

Licensee shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to Licensee's insurance company or companies and the City's Risk Management office as soon as practical.

It is Licensee's responsibility to ensure that any and all of Licensee's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of Licensee. The City reserves the right to adjust insurance limits from time to time at its discretion with notice to Licensee.

8. **Liquidated Damages for Damaged Trees within Smoker Park.** In addition to all other remedies available under the Agreement, if any trees are damaged due to the actions or negligence of Licensee, its officers, agents, employees, contractors, or subcontractors, or other affiliates, within Smoker Park, both inside and outside the Revocable License Area, and said trees are subsequently determined to be deemed hazardous trees according to the opinion of a licensed arborist hired by Licensors, Licensee shall promptly obtain a tree removal permit and replace the hazardous tress in a manner consistent with the tree mitigation ordinance set forth in the City's Unified land Development Regulations with replacement due thirty (30) days after written notice from Licensors, and additionally, Licensee shall reimburse the Licensors for all costs associated with hiring the arborist to determine said hazardous tree(s). In addition to other damages provided for in the Agreement, non-payment of the liquidated damages in this Paragraph shall entitle Licensors to record a lien against Licensee's Private Property. This Paragraph shall survive Termination.

9. **Indemnity.** Licensee expressly agrees to defend, indemnify, save and hold Licensors harmless from and against any loss, injury, damage, liability, suit, claim, action, cost or expense incurred or suffered as a result of, or in connection with, this Agreement; or in connection with the actions, inactions, negligence, rights, responsibilities or obligations under this Revocable License hereunder by Licensee, or Licensee's officers, agents, employees, contractors, or subcontractors, or any other affiliates. This Paragraph shall survive Termination.

10. **Non-Waiver of Sovereign Immunity.** Nothing contained herein shall be construed as a waiver of Licensors's sovereign immunity beyond the limits described in Section 768.28, Florida Statutes, as same made by amended from time to time. This Paragraph shall survive Termination.

11. **Defaults.** In the event Licensee fails to comply with or perform any of the

conditions to be complied with or any of the covenants or obligations to be performed by Licensee under the terms and provisions of this Agreement, Licensors may send a written notice to Licensee demanding performance of the unfulfilled obligation. If Licensee fails to cure such non-performance within fifteen (15) calendar days of the delivery of such notice, Licensors, in Licensors' sole discretion, shall be entitled to (i) exercise any and all rights and remedies available to Licensors at law and in equity, including without limitation the right of specific performance and injunction; or (ii) terminate this Agreement; or both. All of the remedies permitted or available to a party under this Agreement or at law or in equity shall be cumulative and not alternative, and the invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy. Non-payment of court awarded damages shall entitle Licensors to record a lien against Licensee's Private Property. This Paragraph shall survive Termination.

12. **Notices.** When any of the parties' desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

Licensors:	City of Fort Lauderdale Attn: City Manager 101 NE 3rd Avenue, Suite 2100, Fort Lauderdale, FL 33301
Copy to:	City of Fort Lauderdale Attn: City Attorney 1 East Broward Blvd., Suite 1320 Fort Lauderdale, FL 33301
Licensee:	501 AVIVA OWNER LLC 1800 Las Olas Boulevard, Fort Lauderdale, FL 33301
Copy to:	Courtney C Crush – Crush Law, P.A. 888 E Las Olas Blvd Suite 201 Fort Lauderdale, FL 33301

or to such other address as either party hereto shall from time to time designate to the other party by notice in writing as herein provided.

13. **General Provisions.** No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, personal representatives, successors and assigns. Time is of the essence of this Agreement. Wherever, under the terms and provisions of this Agreement, the time for performance falls upon a Saturday, Sunday, or Legal Holiday, such time for performance shall be extended to the next business day. The headings inserted at the beginning of each paragraph are for convenience only, and do not add to or subtract from the meaning of the contents of each

paragraph. This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

14. **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida. This Paragraph shall survive Termination.

15. **Rules and Regulations.** Prior to Licensee exercising its rights granted hereunder, Licensee shall obtain and maintain all necessary or required permits, approvals and licenses for the temporary construction fence and any other improvements if required. Additionally, this Agreement shall be performed in accordance with, and only to the extent permitted by, all applicable federal, state, and local laws, ordinances, rules and regulations.

16. **Waiver of Jury Trial.** THE LICENSOR, SUBJECT TO LICENSEE AGREEING TO SAME FOR ITSELF, WAIVES ANY RIGHTS IT MAY HAVE TO A JURY TRIAL IN ANY LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT AND SHALL NOT ELECT A TRIAL BY JURY. THE LICENSOR HERETO HAS SEPARATELY, KNOWINGLY AND VOLUNTARILY GIVEN THIS WAIVER OF RIGHT TO TRIAL BY JURY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL. THIS PARAGRAPH SHALL SURVIVE TERMINATION.

17. **Counterparts and Facsimile Signatures.** This Agreement may be executed in two or more counterpart copies, including facsimile and electronic mail signatures, each of which shall be deemed to constitute one original document. The parties may execute different counterparts of this Agreement, and, if they do so, the signatures pages from the different counterparts may be combined to provide one integrated document and taken together shall constitute one and the same instrument.

18. **Amendments to Agreement.** Any amendment to this Agreement shall not be binding upon any of the parties hereto unless such amendment is in writing and executed by the parties hereto.

19. **Effective Date.** The effective date of this Agreement shall be the date upon which the last of the parties hereto executes this Agreement (“**Effective Date**”).

20. **Anti-Human Trafficking.** As a condition precedent to the effectiveness of this Agreement, Licensee shall provide City with an affidavit signed by an officer or a representative of Licensee under penalty of perjury attesting that Licensee does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2024), as may be amended or revised.

**"LICENSOR"**

**CITY OF FORT LAUDERDALE, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA**

WITNESSES:

[Signature]  
Signature  
Scott Wyman  
[Witness type or print name]

By: [Signature]  
Dean J. Trantalis, Mayor

[Signature]  
Signature  
Donna Varisco  
[Witness type or print name]

By: [Signature]  
Susan Grant, Acting City Manager

ATTEST:

[Signature]  
David R. Soloman, City Clerk



Approved as to form and correctness:  
D'Wayne M. Spence, Interim City Attorney

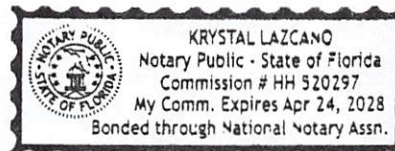
By: [Signature]  
Shaun Amarnani, Esq.  
Assistant City Attorney

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 28 day of March, 2025, by DEAN J. TRANTALIS, Mayor of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale.

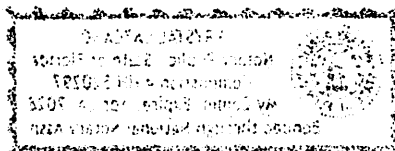
[Signature]  
Notary Public, State of Florida

Krystal Lazcano  
Name of Notary Typed, Printed or Stamped



Personally Known OR Produced Identification \_\_\_\_\_

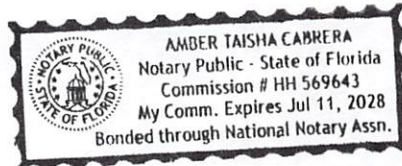
Type of Identification Produced \_\_\_\_\_



STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this by means of ☐ physical presence or ☐ online notarization, this 27 day of March, 2025, by Susan Grant, Acting City Manager of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale.

  
Notary Public, State of Florida



\_\_\_\_\_  
Name of Notary Typed, Printed or Stamped

Personally Known  OR Produced Identification \_\_\_\_\_



Type of Identification Produced \_\_\_\_\_




**"LICENSEE"**

WITNESSES:

**501 AVIVA OWNER LLC**, a Florida limited liability company, by 501 AVIVA PARTNERS, LLC, a Florida limited liability company, by 501 Aviva Sponsor, LLC, a Florida limited liability company.

  
Type or print name  
Marc-Andre Roy  
  
Type or print name  
Brett M. Rose

By:   
Name: Jean Francois Roy  
Title: Managing Member

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12<sup>th</sup> day of MARCH, 2025 by Jean Francois Roy on behalf 501 AVIVA OWNER LLC, a Florida limited liability company, by 501 AVIVA PARTNERS, LLC, a Florida limited liability company, by 501 Aviva Sponsor, LLC, a Florida limited liability company.

  
Notary Public signature



Name Typed, Printed or Stamped

Personally Known OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

**EXHIBIT "A"**  
**Easement for City Property with Sketch of "City Property"**

Return recorded copy to:  
Real Property Section  
Governmental Center, Room 501  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301

Prepared by:  
Claudia Capdesuner  
Assistant County Attorney  
Governmental Center, Room 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301

Folio Number: 504210900010

**AMENDED AND RESTATED PARK EASEMENT AGREEMENT BETWEEN  
BROWARD COUNTY, NURIVER LANDING CONDOMINIUM ASSOCIATION, INC.,  
AND CITY OF FORT LAUDERDALE**

This Amended and Restated Park Easement Agreement ("Amended Agreement") is made and entered into by and between Broward County, a political subdivision of the State of Florida, whose address is Governmental Center, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301 ("County"), NuRiver Landing Condominium Association, Inc., a Florida not-for-profit corporation, whose address is 511 Southeast 5th Avenue, Fort Lauderdale, Florida 33301 (NuRiver"), and City of Fort Lauderdale, a municipal corporation of the State of Florida, whose address is 100 North Andrews Avenue, Fort Lauderdale, Florida 33301 ("City"). County, NuRiver, and City are hereby individually referred to as "Party," and collectively referred to as the "Parties."

**RECITALS**

- A. On June 22, 1998, County, Riverview of Fort Lauderdale, Ltd., and City entered into the Park Easement Agreement ("Agreement"), which was recorded in the Official Records of Broward County, Florida Book 28452, Page 0338.
- B. NuRiver is the successor in interest of Riverview of Fort Lauderdale, Ltd, and the lessee of the Park (as defined in Section 2).
- C. Pursuant to the Agreement, the Parties agreed that County would grant and create, on the terms and conditions set forth in the Agreement, a perpetual nonexclusive easement in favor of the general public for public access for park purposes over and across the Park.
- D. The Parties have agreed to enter into this Amended Agreement to transfer certain responsibilities under the Agreement from NuRiver to City.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### **AMENDED AGREEMENT**

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference. All exhibits to this Amended Agreement are hereby deemed a part hereof.

2. Description of Property. County is the fee simple owner of that certain real property commonly known as Smoker Family Park (the "Park") and located at 501 South New River Drive East, Fort Lauderdale, Florida 33301, as more particularly described in **Exhibit A** of this Amended Agreement.

3. Grant of Easement. County hereby grants to City, for public use, a perpetual, nonexclusive easement for park purposes subject to the limitations and restrictions contained herein, as such Park is more particularly described in **Exhibit A** of this Amended Agreement ("Easement").

4. Use of the Premises. The Park shall be used for public park purposes. The regular use of the Park shall be subject to the same rules, regulations, subject to all restrictions stated herein, and laws of City governing all other City parks, and such rules, regulations, and laws shall be enforceable in the same manner and to the same extent as in other City parks.

5. Consent to Grant of Easement. NuRiver consents to the grant of the Easement as provided in this Amended Agreement. The Parties agree that NuRiver shall have no responsibility or rights to the Park other than as a provided to the public at large.

6. Events. City may use the Park for a maximum of twelve (12) Events (as defined herein) per year. Events shall include, but not be limited to, festivals, shows, performances, concerts, rallies, meetings, assemblies, organized gatherings, or other functions in which a person, group, or entity wishes to use, reserve, or occupy the Park for its own use consistent with the terms and conditions contained herein ("Event"). Each Event shall not exceed a period of three (3) consecutive days (twenty-four (24) hour intervals), for a maximum total of thirty-six (36) days per year. City shall schedule no more than one (1) event in the Park per day.

- a. City shall not use the Park for any other purpose whatsoever without written amendment to this Amended Agreement. City covenants that no nuisance or hazardous trade or occupation shall be permitted or carried on, in, or upon the Park. City covenants and shall ensure that no acts shall be permitted and nothing shall be kept on, in, or upon the Park that will increase the risk of any hazard, fire, or catastrophe, and no waste shall be permitted or committed upon or any damage done to the Park. City shall not permit the Park to be used or occupied in any manner that violates any federal, state, county, or municipal law, statute, ordinance, rule, or regulation.

- b. If City contracts with a person, group, or entity (collectively a "Sponsor") to sponsor or co-sponsor an Event at the Park, City shall require the Sponsor to indemnify, defend, and hold harmless County, its officers, agents, and employees from and against any and all claims, suits, damages, liabilities, expenditures, or causes of action of any kind, cause, or alleged to be caused in whole or in part, by any intentional, reckless, or negligent act or omission of Sponsor, its officers, employees, agents, or servants arising from, relating to, or in connection with any or all uses of the Park. City shall also require the Sponsor to include County as an additional insured on any insurance required to be provided to City by the Sponsor in connection with such Event.
- c. City shall include the following indemnification provision in all contracts with any Sponsor for an Event at the Park:

Sponsor shall indemnify, hold harmless, and defend Broward County and all of Broward County's officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by an person or entity, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act of Sponsor, its officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Sponsor shall, upon written notice from Broward County, defend each Indemnified Party against such Claim by counsel satisfactory to Broward County, or at Broward County's option, pay for an attorney selected by the Broward County Attorney to defend the Indemnified Party.

- d. A subcontract with a Sponsor shall not relieve City of any obligations under this Amended Agreement.

7. Admission to the Park. City may charge a reasonable fee for admission to or use of the Park during scheduled Events.

8. Maintenance. City agrees to maintain the Park in accordance with the terms and conditions contained herein and in the same manner and to the same extent as with other City parks. In the event that City or County improve the Park or place any personal property upon the Park, the improvement, alteration of the Park, or personal property shall remain the property of said Party and shall be placed upon the Park at said Party's risk. Any maintenance or repair of improvements, alterations, or personal property shall be borne by the Party making said improvement, alteration, or placing the personal property upon the Park.

9. Improvements. Notwithstanding any other provisions of this Amended Agreement to the contrary, City shall have the right to make improvements, alterations, or modifications to the Park not inconsistent with the use of the Park as a public park. County shall have the right to construct improvements and make alterations or modifications to

the Park not inconsistent with the use of the Park as a public park upon prior written approval of City, which shall not be unreasonably withheld.

10. Indemnification. To the fullest extent permissible under applicable law , City agrees to indemnify, defend, and hold harmless County, its officers, agents, and employees from and against any and all claims, suits, damages, liabilities, expenditures, or causes of action of any kind, caused, or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of City, its officers, employees, agents, or servants, arising from, relating to, or in connection with any or all uses of the Park.

11. Insurance. City is an entity subject to the limitations of Section 768.28, Florida Statutes. City shall maintain a fiscally sound risk management program with regard to its obligations under this Amended Agreement pursuant to Section 768.28, Florida Statutes. City shall furnish County with written verification of liability protection required under this section, which may be through self-insurance, a risk management program, and/or liability insurance in accordance with Chapter 768, Florida Statutes, within thirty (30) days after County's request of such verification.

12. Reservation. County hereby reserves all rights of ownership in and to the Park which are not inconsistent with this Amended Agreement, including, without limitation, the right to grant further easements on, under, over, and across the Park and reserves unto itself and on behalf of any future lessee of the Park, the right to use the Park for all uses not interfering or inconsistent with the uses permitted herein. In the event that further easements are needed for uses not inconsistent with this Amended Agreement, City shall review and approve said easement. Approval shall not be unreasonably withheld or delayed.

13. Miscellaneous.

- a. Construction. The section headings contained in this Amended Agreement are for reference purposes only and shall not affect the meaning or interpretation hereof. The Parties to this Amended Agreement have participated fully in the negotiation of this Amended Agreement, and accordingly, this Amended Agreement shall not be more strictly construed against any Party hereto. In construing this Amended Agreement, the singular shall be held to include the plural, the plural shall be held to include the singular, and reference to any particular gender shall be held to include every other and all genders.
- b. Successors and Assigns. This Amended Agreement shall be binding upon the Parties hereto, and their respective heirs, successors, and assigns.
- c. Sovereign Immunity. Nothing in this Amended Agreement shall be interpreted to constitute a waiver of the sovereign immunity of City or County or the terms and limitations contained in Section 768.28, Florida Statutes.



- d. **Law, Jurisdiction, Venue, Waiver of Jury Trial.** This Amended Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Amended Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Amended Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AMENDED AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS ANY PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**
- e. **Amendments; Termination.** This Amended Agreement may not be amended, modified, or terminated except by written agreement of the City and County. Further, no modification or amendment shall be effective unless in writing and recorded in the Official Records of Broward County, Florida.
- f. **Entire Agreement.** This Amended Agreement constitute the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, and arrangements, both oral and written, between the Parties with respect thereto.
- g. **Joint Preparation.** This Amended Agreement has been jointly prepared by the Parties, and shall not be construed more strictly against any Party.
- h. **Counterparts and Multiple Originals.** This Amended Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
14. **Recording.** County shall record this Amended Agreement, at its own expense, in the Official Records of Broward County, Florida.

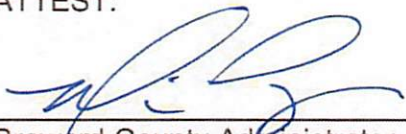
[Signatures on the following pages]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Amended Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 4<sup>th</sup> day of May, 2021 (Board Agenda Item No. 45), CITY OF FORT LAUDERDALE, signing by and through its Mayor, duly authorized to execute same, and NURIVER LANDING CONDOMINIUM ASSOCIATION, INC., signing by and through its President, duly authorized to execute same.

COUNTY

ATTEST:

for

  
Broward County Administrator, as  
ex officio Clerk of the Broward County  
Board of County Commissioners



BROWARD COUNTY, by and through  
its Board of County Commissioners

By: Steve Geller  
Mayor

Digitally signed by Steve Geller  
Date: 2021.05.05 11:48:45  
+04'00'

5<sup>th</sup> day of May, 2021

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

By: CLAUDIA CAPDESUNER  
Assistant County Attorney

Digitally signed by  
CLAUDIA CAPDESUNER  
Date: 2021.04.29  
14:58:17 -04'00'

By: Annika E. Ashton  
Deputy County Attorney

Digitally signed by Annika E.  
Ashton  
Date: 2021.04.29 14:59:39 -04'00'

CC  
Amended and Restated Smoker Park Easement  
01/22/2021  
#499355v11

AMENDED AND RESTATED PARK EASEMENT AGREEMENT BETWEEN  
BROWARD COUNTY, NURIVER LANDING CONDOMINIUM ASSOCIATION, INC.,  
AND CITY OF FORT LAUDERDALE

CITY

ATTEST:

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

City Clerk

(SEAL)



City of Fort Lauderdale, Florida

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

Mayor

26 day of April, 2021

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

City Manager

21 day of April, 2021

I HERBY CERTIFY that I have approved  
this First Amendment as to firm and legal  
sufficiency subject to execution by the  
parties:

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

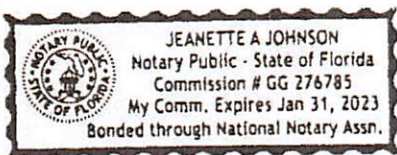
City Attorney

STATE OF FLORIDA )

) SS

County of Broward )

The foregoing instrument was acknowledged before me, by means of ☒ physical  
presence or ☐ online notarization, this 26th day of April, 2021, by  
Dean J. Trantalis, as Mayor of the City of Fort Lauderdale, Florida  
☐ who is personally known to me or ☐ who has produced  
\_\_\_\_\_ as identification.



Print Name: Jeanette A. Johnson

Notary Public, State of Florida at Large

Commission No. GG 276783

My Commission Expires: 1/31/23



AMENDED AND RESTATED PARK EASEMENT AGREEMENT BETWEEN  
BROWARD COUNTY, NURIVER LANDING CONDOMINIUM ASSOCIATION, INC.,  
AND CITY OF FORT LAUDERDALE

NURIVER

WITNESSES:

[Signature]  
Signature

Fabre Veroneq  
Print Name

[Signature]  
Signature

Eliana Ariza  
Print Name

NuRiver Landing Condominium  
Association, Inc., a Florida not-for-profit  
corporation

By: [Signature]  
Authorized Signor

Melinda M. Bowker, President  
Print Name and Title

[Signature]  
Authorized Signor

James Bartholomew Director  
Print Name and Title

5 day of April, 2021

(CORPORATE SEAL)

STATE OF FLORIDA )  
County of Broward ) SS

The foregoing instrument was acknowledged before me, by means of ☒ physical  
presence or ☐ online notarization, this 5 day of April, 2021, by  
James Bartholomew and Melinda Bowker as Director and President of NuRiver Landing  
Condominium Association Inc., a Florida not-for-profit corporation, ☒ who is personally  
known to me or ☐ who has produced \_\_\_\_\_ as identification.



Print Name: Kenesha Garvey

Notary Public, State of Florida at Large  
Commission No. GG 318039  
My Commission Expires: March 31, 2023

EXHIBIT A  
LEGAL DESCRIPTION AND SKETCH OF PARK

DESCRIPTION:

A PORTION OF PARCEL B OF HOWARD COUNTY COURTHOUSE PHASE II, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 142, PAGE 21, OF THE PUBLIC RECORDS OF HOWARD COUNTY, FLORIDA, DESCRIBED AS

FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL B; THENCE SOUTH A DISTANCE OF 250.46 FEET; THENCE NORTH 89°35'00" WEST A DISTANCE OF 100.00 FEET; THENCE SOUTH 89°35'00" EAST A DISTANCE OF 11.83 FEET, THE LAST FOUR CORNERS BEING COINCIDENT WITH THE EASTWEST BOUNDARY OF SAID PARCEL B; THENCE SOUTH 89°35'00" WEST A DISTANCE OF 58.00 FEET; THENCE SOUTH 89°35'00" EAST, A DISTANCE OF 29.88 FEET; THENCE SOUTH 00°35'00" WEST, A DISTANCE OF 19.56 FEET; THENCE SOUTH 89°35'00" EAST, A DISTANCE OF 49.36 FEET; THENCE SOUTH 00°25'00" WEST, A DISTANCE OF 36.00 FEET; THENCE SOUTH 89°35'00" EAST, A DISTANCE OF 26.60 FEET; THENCE SOUTH 00°25'00" WEST, A DISTANCE OF 29.00 FEET; THENCE SOUTH 89°35'00" EAST, A DISTANCE OF 47.44 FEET; THENCE SOUTH 00°25'00" WEST, A DISTANCE OF 21.50 FEET; THENCE SOUTH 89°35'00" EAST, A DISTANCE OF 204.00 FEET; THENCE NORTH 89°35'00" WEST, A DISTANCE OF 73.16 FEET TO A POINT ON A NORTHEASTLY BOUNDARY OF SAID PARCEL B, THE WEST MINE (9) DESCRIBED NORTH 33°41'32" EAST, A DISTANCE OF 12.99 FEET; THENCE NORTH 67°23'44" EAST, A DISTANCE OF 16.01 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, THENCE ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 115.50 FEET, A CENTRAL ANGLE OF 31°53'27", AND AN ARC LENGTH OF 64.39 FEET TO A POINT OF TANGENCY; THENCE NORTH 35°30'18" EAST A DISTANCE OF 84.87 FEET; THENCE NORTH 35°30'18" EAST A DISTANCE OF 69.18 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST; THENCE ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 191.50 FEET, A CENTRAL ANGLE OF 13°33'29", AND AN ARC LENGTH OF 41.97 FEET TO A POINT OF TANGENCY; THENCE NORTH 47°30'44" EAST A DISTANCE OF 31.32 FEET; THENCE NORTH 48°29'33" EAST A DISTANCE OF 12.88 FEET; THENCE NORTH 61°44'45" EAST A DISTANCE OF 70.53 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN THE CITY OF FORT LAUDERDALE, HOWARD COUNTY, FLORIDA CONTAINING 2.124 ACRES (96,881 SQUARE FEET) MORE OR LESS. BEINGING DESCRIBED HEREIN AND BASED UPON THE PLAT OF HOWARD COUNTY COURTHOUSE PHASE II, PLAT BOOK 142, PAGE 21 OF THE PUBLIC RECORDS OF HOWARD COUNTY, FLORIDA, SANCOR 42 EAST BEARS NORTH 00°40'00" EAST.

CERTIFICATE:

WE HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH CONFORMS TO MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA AS ADOPTED BY THE DEPARTMENT OF PROFESSIONAL REGULATION, BOARD OF LAND SURVEYORS, AND IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

CHRYSTEN THOMPSON & ASSOCIATES, INC.

WILSON E. WAT  
PROFESSIONAL LAND SURVEYOR NO. 2883  
STATE OF FLORIDA

THIS SURVEY WAS NOT MADE UNDER THE  
SUPERVISOR'S CLOSE PERSONAL SUPERVISION AND  
IN ACCORDANCE WITH FLORIDA STATUTES

JUL 0 1 1993

SHEET 1 OF 2 SHEETS  
JOB NO. 51-0027  
DATE: JUNE 14, 1993  
REVISION: JUNE 30, 1993

2028452980354

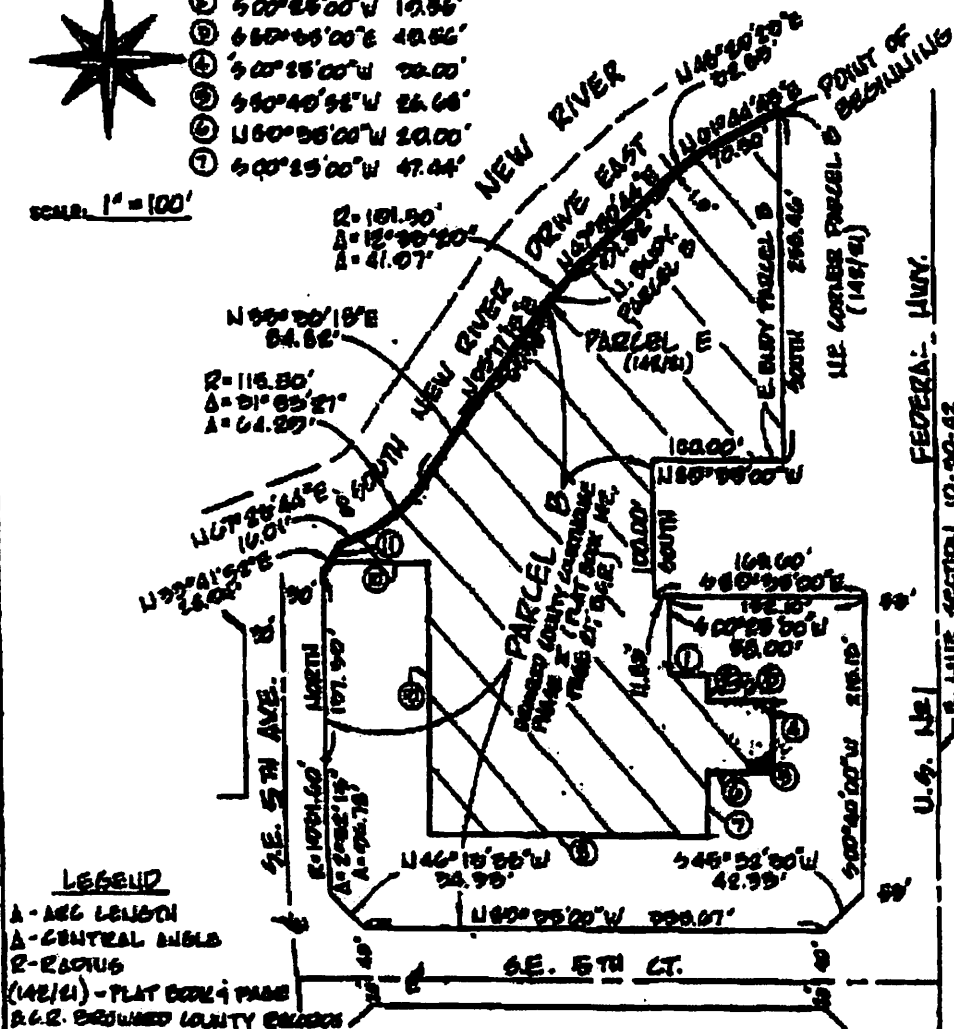
**FOR: RIVERVIEW ASSOCIATES**

There is **NOT** A SECTION OF **SKETCH**, but only a graphic depiction of the domestic abuse incident. There has been no field work, thinking of the subject properly, or attempts to deal in accordance with the preparation of the information about domestic abuse.



- |   |                 |        |
|---|-----------------|--------|
| ① | 6 59° 55' 00" E | 22.58' |
| ② | 5 00° 25' 00" W | 19.56' |
| ③ | 6 58° 45' 00" E | 48.56' |
| ④ | 5 00° 35' 00" W | 38.00' |
| ⑤ | 5 50° 40' 35" W | 26.68' |
| ⑥ | 5 50° 35' 00" W | 20.00' |
| ⑦ | 5 00° 35' 00" W | 47.44' |

SCALE: 1" = 100'



## LEGEND

A - ARC LENGTH  
A - CENTRAL ANGLE  
R - RADIUS  
(142/41) - PLAT BOOK & PAGE  
S.E.E. BROWNED COUNTY CO.

① - DATA REFERENCE NUMBER



**INDICATES  
QUESTOR PARCEL**

**PARCEL A**  
**(14E/21)**

RECORDED IN THE OFFICIAL RECORDS BOOK  
OF BERNARD COUNTY, FLORIDA  
COUNTY ADMINISTRATOR

**PARK PARCEL**

⑥	N 89° 59' 00" W	111.90'
⑦	N 00° 16' 00" E	104.00'
⑧	N 89° 59' 00" W	79.96'
⑨	N 90° 41' 52" E	12.22'

[illegible]

**NOTE** Large stone boulders were not observed for right-of-way encroachment of stream.

DATE: JULIE 8TH, 1953

**SHEET 2 OF 2**

UPDATER and/or REVISIONS	DATE	BY	CHKD
REVISED FROM ORIGINAL	6-25-64	R.H.	

JOB NO. 01-0087	DRAWN BY: E.F.	CHECKED BY: A.S.	P.E. U/A	PL	FILE NO.
-----------------	----------------	------------------	----------	----	----------

**95C0349356**



**EXHIBIT "B"**  
**Licensee's Private Property**

PREPARED BY, RECORD AND RETURN TO:

Kenneth R. Florio, Esq.  
Goodkind & Florio, P.A.  
12861 SW 68th Avenue  
Pinecrest, Florida 33156

Parcel Identification Numbers:	504210-AA-0010	504210-AA-0160
	504210-AA-0020	504210-AA-0170
	504210-AA-0030	504210-AA-0180
	504210-AA-0040	504210-AA-0190
	504210-AA-0050	504210-AA-0200
	504210-AA-0060	504210-AA-0210
	504210-AA-0070	504210-AA-0220
	504210-AA-0080	504210-AA-0230
	504210-AA-0090	504210-AA-0240
	504210-AA-0100	504210-AA-0250
	504210-AA-0110	504210-AA-0260
	504210-AA-0120	504210-AA-0270
	504210-AA-0130	504210-AA-0280
	504210-AA-0140	504210-AA-0290
	504210-AA-0150	504210-AA-0300

\_\_\_\_\_  
[Space Above This Line for Recording Data]

**TRUSTEE'S DEED**

This Trustee's Deed, made and executed this 27th day of August 2021, by 501 Aviva Owner, LLC, a Florida limited liability company, whose mailing address is 1800 E. Las Olas Blvd., Fort Lauderdale, Florida 33301 ("Grantor"), as Trustee under the termination trust (the "Trust") created by the Plan of Termination of Edgewater House Condominium (the "Plan") recorded on August 26, 2021 as Instrument No. 117539818, to 501 Aviva Owner, LLC, a Florida limited liability company, whose mailing address is 1800 E. Las Olas Blvd., Fort Lauderdale, Florida 33301, in its capacity as sole beneficiary of the Trust ("Grantee"):

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

Lots 1 and 19, LESS the portions thereof taken or acquired by the City of Fort Lauderdale, for street or road purposes, in Block 44 of TOWN OF FORT LAUDERDALE, according to the Plat thereof recorded in Plat Book B, page 40, of the Public Records of Miami-Dade County, Florida. Said lands situate, lying and being in Broward County, Florida.

SUBJECT TO THE FOLLOWING:

- 1) Taxes and assessments for the year 2021 and subsequent years, which are not yet due and payable.
- 2) Conditions, restrictions and limitations of record, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

GRANTOR HEREBY WARRANTS that it is lawfully seized of the Property in fee simple, that it has good right and lawful authority to sell and convey the Property, that it hereby fully warrants the title to said Property and will defend the same against the lawful claims of all persons whomsoever.

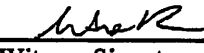
IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

501 AVIVA OWNER, LLC,  
a Florida limited liability company

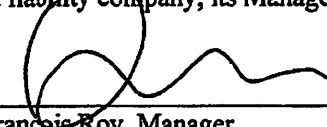
  
Witness Signature  
Printed Name: Brett M. Rose

By: 501 Aviva Partners, LLC, a Florida limited liability company, its Sole Member

  
Witness Signature  
Printed Name: Marc-Andre Roy

By: 501 Aviva Sponsor, LLC, a Florida limited liability company, its Manager

By: Aviva JRF Member, LLC, a Florida limited liability company, its Manager

By:   
Jean Francois Roy, Manager

STATE OF FLORIDA            )  
  ) SS:  
COUNTY OF BROWARD        )

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 27th day of August, 2021, by Jean-Francois Roy, as Manager of Aviva JFR Member, LLC, a Florida limited liability company, the Manager of 501 Aviva Sponsor, LLC, a Florida limited liability company, the Manager of 501 Aviva Partners, LLC, a Florida limited liability company, the Sole Member of 501 Aviva Owner, LLC, a Florida limited liability company, on behalf of said company, who is personally known to me.

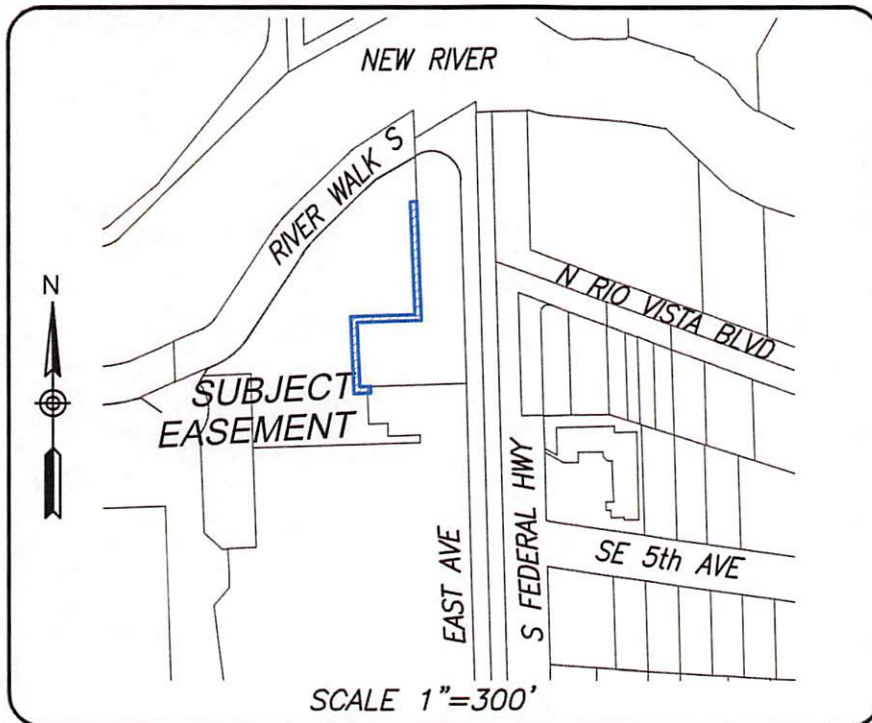
  
Signature of Notary Public – State of Florida



Print, type or stamp commissioned name  
of Notary Public

**EXHIBIT "C"**  
**Revocable License Area**

**EXHIBIT "C"**  
**LOCATION MAP**  
**10 FOOT REVOCABLE LICENSE AREA**



SECTION 10, TOWNSHIP 50 SOUTH, RANGE 42 EAST  
 CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA

**NOTES:**

1. PREPARED FOR: OCEAN LAND INVESTMENTS, INC
2. THIS IS NOT A BOUNDARY SURVEY.
3. THIS EASEMENT STRIP FORMS A CLOSED GEOMETRIC FIGURE.
4. THE ELECTRONIC SEAL AND SIGNATURE APPEARING ON THIS SKETCH AND LEGAL DESCRIPTION WAS AUTHORIZED BY JOSE G. HERNANDEZ, PROFESSIONAL LAND SURVEYOR NO. 6952 OF THE STATE OF FLORIDA ON DECEMBER 17, 2024.
5. I HEREBY CERTIFY THAT THIS "SKETCH AND LEGAL DESCRIPTION" OF THE PROPERTY DESCRIBED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY DRAWN UNDER MY SUPERVISION AND DIRECTION. THIS SURVEY COMPLIES WITH STANDARDS OF PRACTICE REQUIREMENTS ADOPTED BY THE FLORIDA STATE BOARD OF SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE



**J.Hernandez & Associates Inc**  
**LAND SURVEYORS AND MAPPERS**

CERTIFICATE OF AUTHORIZATION No. LB8092  
 3300 NW 112th AVE. SUITE 10, DORAL, FL 33172  
 (P) 305-526-0606 (E) info@jhasurveys.com

DRAWN BY: C.A.F.  
 DATE: 12/17/24

CHECKED BY: J.G.H.  
 SHEET 1 OF 3 SHEETS

JOB NUM.: 154500  
 F.B. N/A, PG. N/A

**SURVEYOR'S CERTIFICATE**

PREPARED UNDER MY SUPERVISION AND DIRECTION:

BY:   
 JOSE G. HERNANDEZ, PRESIDENT  
 PROFESSIONAL LAND SURVEYOR No. 6952 STATE OF FLORIDA

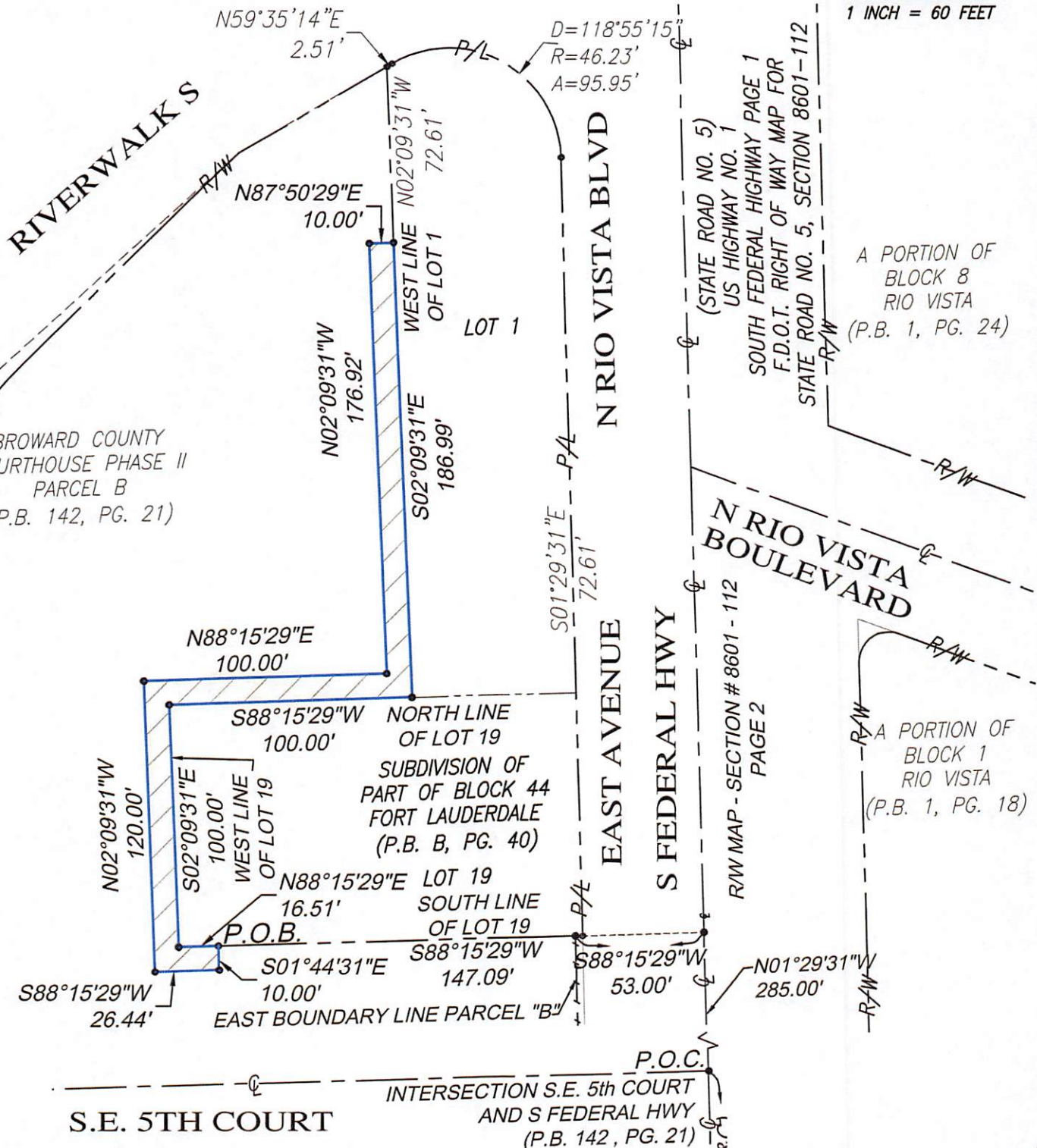
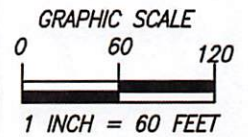


Digitally signed by jose hernandez  
 DN: cn=US, st=Florida, o=Doral,  
 serialNumber=AATL20240304339201,  
 ou=J.HERNANDEZ AND ASSOCIATES, INC.,  
 cn=jose hernandez,  
 email=jhernandez@jhasurveys.com  
 Date: 2024.12.17 17:22:54 -05'00'  
 Adobe Acrobat Reader version:  
 2024.12.17 17:22:54 -05'00'





EXHIBIT "C"  
10 FOOT REVOCABLE LICENSE AREA  
SKETCH TO ACCOMPANY  
LEGAL DESCRIPTION



J.Hernandez & Associates Inc  
LAND SURVEYORS AND MAPPERS  
CERTIFICATE OF AUTHORIZATION No. LB8092  
3300 NW 112th AVE. SUITE 10, DORAL, FL 33172  
(P) 305-526-0606 (E) info@jhasurveys.com

DRAWN BY: C.A.F. CHECKED BY: J.G.H. JOB NUM.: 154500  
DATE: 12/17/24 SHEET 2 OF 3 SHEETS F.B. N/A, PG. N/A

SURVEYOR'S CERTIFICATE

PREPARED UNDER MY SUPERVISION AND DIRECTION:

BY:   
JOSE G. HERNANDEZ, PRESIDENT  
PROFESSIONAL LAND SURVEYOR No. 6952



Digitally signed by Jose Hernandez  
DN: cn=US, st=Florida, In=Doral,  
serialNumber=AATL20240304339201,  
o=JHERNANDEZ AND ASSOCIATES, INC.,  
cn=jose hernandez,  
email=jherandez@jhasurveys.com  
Date: 2024.12.17 17:22:39 -0500  
Adobe Acrobat Reader version: 2020.009.20  
Exhibit 1



**EXHIBIT "C"**  
**10 FOOT REVOCABLE LICENSE AREA**  
**LEGAL DESCRIPTION TO**  
**ACCOMPANY SKETCH**

A PORTION OF PARCEL "B", BROWARD COUNTY COURTHOUSE PHASE II, AS RECORDED IN PLAT BOOK 142 AT PAGE 21, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCE AT THE CENTERLINE INTERSECTION OF S.E. 5TH COURT AND S. FEDERAL HWY, AS SHOWN ON SAID PLAT OF BROWARD COUNTY COURTHOUSE PHASE II, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 142, PAGE 21 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE RUN, NORTH 01 DEGREES 29 MINUTES 31 SECONDS WEST, ALONG THE EAST LINE OF SECTION 10, TOWNSHIP 50 SOUTH, RANGE 42 EAST (ALSO KNOWN AS CENTERLINE OF S. FEDERAL HWY), FOR A DISTANCE OF 285.00 FEET; THENCE, SOUTH 88 DEGREES 15 MINUTES 29 SECONDS WEST, FOR A DISTANCE OF 53.00 FEET TO THE EAST BOUNDARY LINE OF SAID PARCEL "B"; THENCE CONTINUE, SOUTH 88 DEGREES 15 MINUTES 29 SECONDS WEST, ALONG THE BOUNDARY LINE OF SAID PARCEL "B" (ALSO KNOWN AS THE SOUTH LINE OF LOT 19, AS SHOWN ON PLAT OF TOWN OF FORT LAUDERDALE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK B, PAGE 40, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA), FOR A DISTANCE OF 147.09 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE RUN, SOUTH 01 DEGREES 44 MINUTES 31 SECONDS EAST, AT RIGHT ANGLES TO LAST DESCRIBED COURSE, FOR A DISTANCE OF 10.00 FEET; THENCE, SOUTH 88 DEGREES 15 MINUTES 29 SECONDS WEST, ALONG OF A LINE PARALLEL WITH AND 10.00 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE SOUTH LINE OF SAID LOT 19, FOR A DISTANCE OF 26.44 FEET; THENCE, NORTH 02 DEGREES 09 MINUTES 31 SECONDS WEST, ALONG OF A LINE PARALLEL WITH AND 10.00 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE WEST LINE OF SAID LOT 19, FOR A DISTANCE OF 120.00 FEET; THENCE, NORTH 88 DEGREES 15 MINUTES 29 SECONDS EAST, ALONG OF A LINE PARALLEL WITH AND 10.00 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE NORTH LINE OF SAID LOT 19, FOR A DISTANCE OF 100.00 FEET; THENCE, NORTH 02 DEGREES 09 MINUTES 31 SECONDS WEST, ALONG OF A LINE PARALLEL WITH AND 10.00 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE EAST LINE OF LOT 1, AS SHOWN ON PLAT OF TOWN OF FORT LAUDERDALE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK B, PAGE 40, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, FOR A DISTANCE OF 176.92 FEET; THENCE NORTH 87 DEGREES 50 MINUTES 29 SECONDS EAST, AT RIGHT ANGLES TO LAST DESCRIBED COURSE, FOR A DISTANCE OF 10.00 FEET; THENCE, SOUTH 02 DEGREES 09 MINUTES 31 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 1, FOR A DISTANCE OF 186.99 FEET; THENCE, SOUTH 88 DEGREES 15 MINUTES 29 SECONDS WEST, ALONG THE NORTH LINE OF SAID LOT 19, FOR A DISTANCE OF 100.00 FEET; THENCE, SOUTH 02 DEGREES 09 MINUTES 31 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 19, FOR A DISTANCE OF 100.00 FEET; THENCE, NORTH 88 DEGREES 15 MINUTES 29 SECONDS EAST, ALONG THE SOUTH LINE OF SAID LOT 19, FOR A DISTANCE OF 16.51 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINING 4,134 SQUARE FEET (0.095 ACRES, MORE OR LESS).

LYING AND BEING IN SECTION 10, TOWNSHIP 53 SOUTH, RANGE 40 EAST, CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA.

**LEGEND**

— DENOTES PROPOSED EASEMENT  
— C — DENOTES CENTERLINE  
— R/W — DENOTES RIGHT-OF-WAY LINE  
— P/L — DENOTES PROPERTY LINE  
P.O.C. DENOTES POINT OF COMMENCEMENT  
P.O.B. DENOTES POINT OF BEGINNING  
P.B. DENOTES PLAT BOOK

PG. DENOTES PAGE  
D DENOTES CURVE DELTA  
R DENOTES CURVE RADIUS  
L DENOTES CURVE ARC LENGTH



**J.Hernandez & Associates Inc**  
**LAND SURVEYORS AND MAPPERS**

CERTIFICATE OF AUTHORIZATION No. LB8092  
3300 NW 112th AVE. SUITE 10, DORAL, FL 33172  
(P) 305-526-0606 (E) info@jhasurveys.com

DRAWN BY: C.A.F.  
DATE: 12/17/24

CHECKED BY: J.G.H.  
SHEET 3 OF 3 SHEETS

JOB NUM.: 154500  
F.B. N/A. PG. N/A

**SURVEYOR'S CERTIFICATE**

PREPARED UNDER MY SUPERVISION AND DIRECTION:

BY:   
JOSE G. HERNANDEZ, PRESIDENT  
PROFESSIONAL LAND SURVEYOR No. 6952



Digitally signed by Jose Hernandez  
DN: cn=Jose Hernandez, o=J.Hernandez and Associates, INC., email=jhernandez@jhasurveys.com  
Date: 2024.12.17 17:22:23 -0500  
Exhibit 1



