

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, made this ___ day of _____, 2013, by **THE STRANAHAN HOUSE, INC.**, A FLORIDA CORPORATION (“Grantor”), whose mailing address is 335 SE 6th Ave, Fort Lauderdale, FL 33301, to **CITY OF FORT LAUDERDALE, FLORIDA** (“Grantee”), whose mailing address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301.

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

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

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

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

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

5. Maintenance, Repair and Replacement. At their own cost and expenses, in a joint undertaking with the DDA, Grantee will maintain, repair and replace the Riverwalk Improvements within the Riverwalk Riparian Easement Area and keep them in a state of good repair, safe condition and a reasonably attractive manner. To the extent reasonably and economically feasible, Grantee shall (i) make every good faith effort to coordinate maintenance, repair and replacement activities in an effort to minimize the disruption, noise, vibration, dust and airborne debris that might adversely affect the Property and the activities of Grantor to be conducted thereon.

6. Reservation of Use. There is hereby reserved to Grantor, its successors and assigns, the right of ingress and egress across, through and into, above and below the Riverwalk Riparian Easement Area by Grantor, its successors, assigns, guests, invitees and persons doing business with Grantor, the use of the Riverwalk Riparian Easement Area for underground installation and maintenance of facilities for or utilities, for the use of the waterfront abutting the Riverwalk Easement Area for permissible docking, and other purposes, public or private, and for other uses not inconsistent with the public use of the Riverwalk Riparian Easement Area as a "River Walk," provided however that as to Grantor's reservation of permissible docking (it being agreed that neither Grantee nor the public shall have any rights of dockage at or along the Riverwalk Riparian Easement Area, except that Grantor shall allow commercial water taxi or shuttle services that typically stop at other locations along the Riverwalk to temporarily load/unload passengers on the Riverwalk Riparian Easement Area at reasonable intervals and at reasonable times as may be established by Grantor from time to time in its sole discretion. Any reservation of rights in favor of Grantor, its successors and assigns as set forth herein shall be non-exclusive and shall not be exercised in such a manner as to interfere with the easements granted to Grantee herein with respect to the Riverwalk Linear Park Easement herein, including the Riverwalk Riparian Easement Area. The non-exclusive easement rights granted Grantee herein shall be superior to any other easement rights, such that in the event of conflict between the two competing sets of easements, the use of rights granted within this Riverwalk Lineal Park Easement shall prevail and supersede over any conflicting use rights to the extent of incompatibility.

7. **Authorization.** The person executing this document on behalf of Grantor warrants his or her authority to do so, on behalf of Grantor, and that all persons necessary to bind Grantor have joined in this document. This document runs with the land in favor of Grantee's successors and assigns.

8. **Designation of Authority.** Grantee is authorized to execute and deliver on behalf of Grantor such permit applications and related items as may be required in connection with the construction of the Riverwalk Improvements by any governmental agency, including, without limitation, the United States of America, the Army Corps of Engineers, the State of Florida, and any agency or subdivision of any of the foregoing.

9. **Public Use of Riverwalk Linear Park and Riverwalk Riparian Easement Area.** Grantor acknowledges and agrees that the Riverwalk Riparian Easement Area is an integral component of and shall be used in a manner consistent with the Riverwalk Linear Park. Accordingly, the Riverwalk Riparian Easement Areas shall be held in trust by Grantee for the use and benefit of the public subject to the provisions of § 375.251(2) (a), Florida Statutes (2013) and subject Grantor's reservation of non-exclusive uses.

10. **Indemnification.** Grantee is a political subdivision as set forth in § 768.28, Florida Statutes, (2013) and agrees to be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any part to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a political subdivision of the State of Florida to be sued by third parties in any manner arising out of this Riverwalk Linear Park Easement and Riverwalk Riparian Easement.

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

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

Signed, sealed and delivered in the presence of:

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

Print Name

By: _____
Print Name: _____
Title: _____

STATE OF FLORIDA

COUNTY OF BROWARD

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

SEAL

Notary Public, State of Florida
Commission Expires:

GRANTEE:

WITNESSES:

CITY OF FORT LAUDERDALE

By _____
John P. "Jack" Seiler, Mayor

[Witness type or print name]

By _____
Lee R. Feldman, City Manager

[Witness type or print name]

ATTEST:

(CORPORATE SEAL)

Jonda Joseph, City Clerk

Approved as to form:

Robert B. Dunckel,
Assistant City Attorney

STATE OF FLORIDA

COUNTY OF BROWARD

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

(SEAL)

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

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

Commission Number

STATE OF FLORIDA

COUNTY OF BROWARD

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

(SEAL)

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

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

Commission Number

Exhibit A – Legal Description of Property

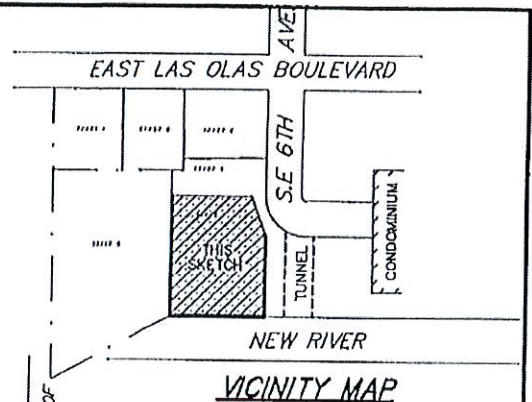
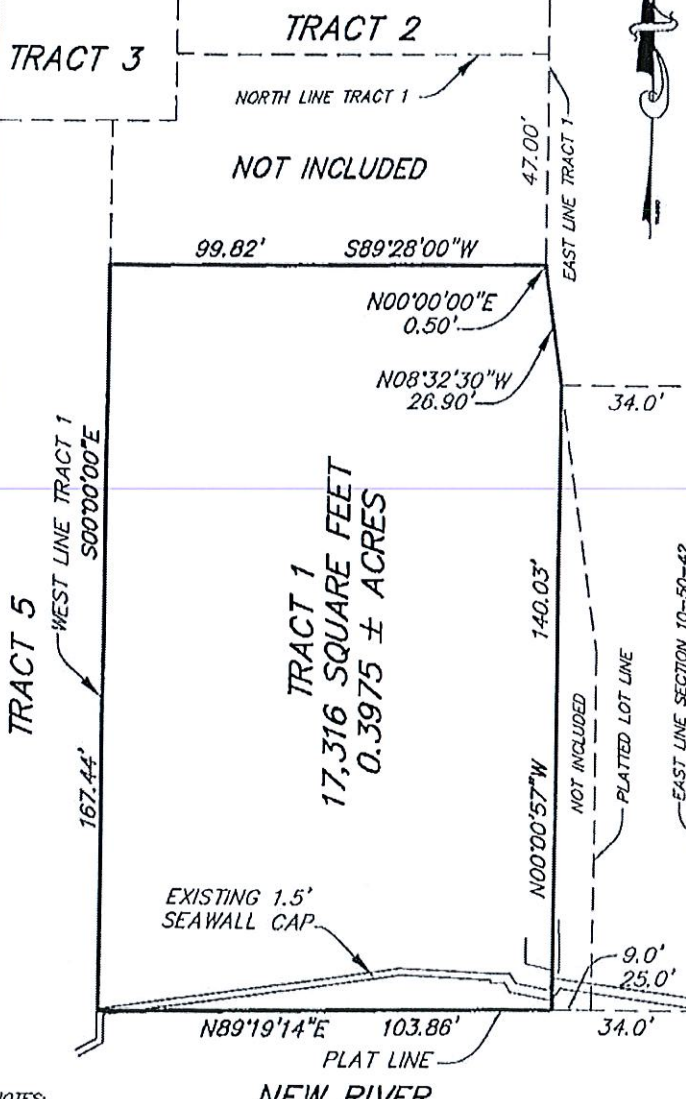


McLAUGHLIN ENGINEERING COMPANY
LB#285

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

SCALE 1" = 40'

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



VICINITY MAP

LEGAL DESCRIPTION:

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

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

BASELINE OF RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 86010-2112 DATED NOVEMBER, 1956.
FEDERAL HIGHWAY (U.S. #1)
S.E. 6th AVENUE TUNNEL BELOW

CERTIFICATION

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

McLAUGHLIN ENGINEERING COMPANY

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

NOTES:

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

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

DRAWN BY: JMMjr
 CHECKED BY: _____
 C: \JMMjr/2014/U8725

Exhibit B – Legal Description of Riverwalk Easement Area



McLAUGHLIN ENGINEERING COMPANY
LB#285

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 400 N.E. 3rd AVENUE FORT LAUDERDALE, FLORIDA
 33301 PHONE (954) 763-7611 * FAX (954) 763-7615

SCALE 1" = 20'

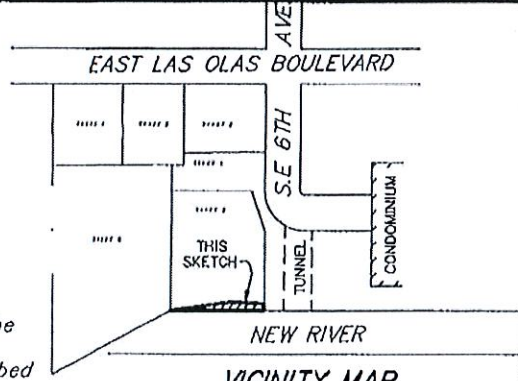
SKETCH AND DESCRIPTION
A PORTION OF TRACT 1,
BURNHAM'S SUBDIVISION
BACK OF SEAWALL TO PLAT LINE

LEGAL DESCRIPTION:

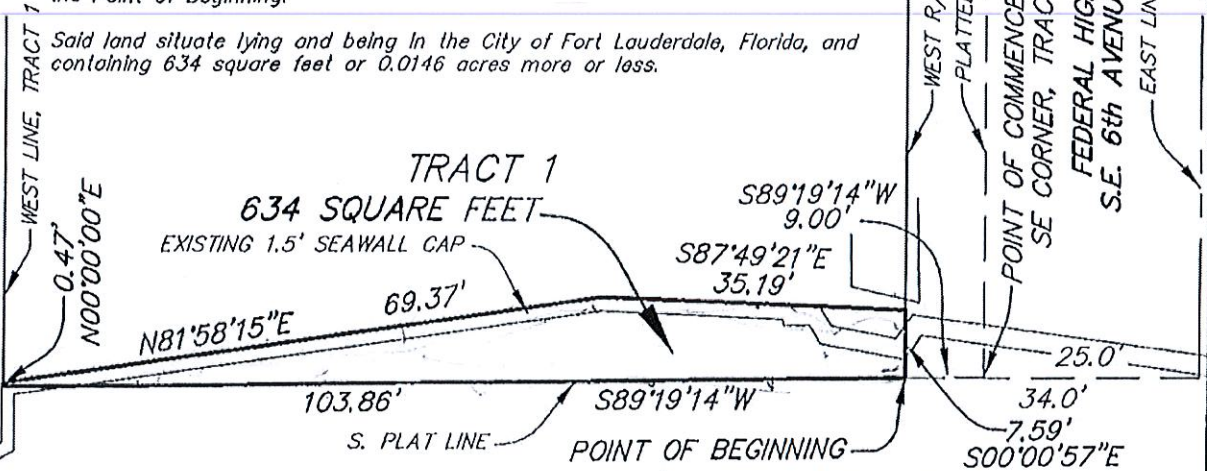
A portion of Tract 1, BURNHAM'S SUBDIVISION, Less right-of-way taken for U.S. Highway No. 1, according to the plat thereof as recorded in Plat Book 15, Page 29, of the public records of Broward County, Florida, more fully described as follows:

Commencing at the Southeast corner of said Tract 1; thence South 89°19'14" West, on the South Plat Line, a distance of 9.00 feet to the Point of Beginning; thence continuing South 89°19'14" West, on said South line, a distance of 103.86 feet; thence North 00°00'00" East, on the West line of said Tract 1, a distance of 0.47 feet; thence North 81°58'15" East, on the dry-face of an existing seawall cap, a distance of 69.37 feet; thence South 87°49'21" East, on said dry-face and Easterly extension thereof, a distance of 35.19 feet; thence South 00°00'57" East, on the West right-of-way line of Federal Highway (U.S. #1 * S.E. 6th Avenue), a distance of 7.59 feet to the Point of Beginning.

Said land situate lying and being in the City of Fort Lauderdale, Florida, and containing 634 square feet or 0.0146 acres more or less.



VICINITY MAP



NOTES:

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

CERTIFICATION

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

McLAUGHLIN ENGINEERING COMPANY

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

FIELD BOOK NO. _____

DRAWN BY: JMMjr

JOB ORDER NO. U-8725

CHECKED BY: _____

REF. DWG.: 13-2-

C: \JMMjr\2014\U8725