



City Manager's Office

ITEMS FOR CITY CLERK - FILING

TODAY'S DATE:

CAM # 15-0864

ITEM #CM-16

CCM: 08/18/15

Assigned to: Wendy Gonyea

Title of Document for Signature: *Pedestrian and Bicycle Access Easement - GS Sunrise Subsidiary, LLC*

Date of Doc.: August 18, 2015

Document received from: Shaniece

RECORDED/ORIGINAL DOCUMENT TO CLERK

Rejection/Questions/Additional Information Request:

Comments/Tracking Information:

CITY CLERK
2015 NOV 10 PM 4: 22

Prepared by and Return to:

Nectaria M. Chakas, Esq.
Lochrie & Chakas, P.A.
1401 E. Broward Boulevard, Suite 303
Ft. Lauderdale, FL 33301

Folio No: 494234058060

THE SPACE ABOVE IS RESERVED FOR RECORDING PURPOSES

PEDESTRIAN AND BICYCLE ACCESS EASEMENT

THIS PEDESTRIAN AND BICYCLE ACCESS EASEMENT (this "Easement") is granted this 18th day of August, 2015 by **GS SUNRISE SUBSIDIARY, LLC**, a Delaware limited liability company whose principal address is 18 Broad Street, 3rd Floor, Charleston, SC 29401 ("Grantor"), to the CITY OF FORT LAUDERDALE, a Florida municipal corporation, having an address at 100 North Andrews Avenue, Fort Lauderdale, FL 33301 ("Grantee" or "City")

(WHEREVER USED HEREIN, THE TERMS "GRANTOR" AND "GRANTEE" INCLUDE ALL THE PARTIES TO THIS INSTRUMENT AND THE HEIRS, LEGAL REPRESENTATIVES AND ASSIGNS OF INDIVIDUALS AND THE SUCCESSORS AND ASSIGNS OF CORPORATIONS, WHEREVER THE CONTEXT SO ADMITS OR REQUIRES.)

2015 NOV 10 PM 4: 22
CITY CLERK

WITNESSETH:

- A. Grantor is the fee title owner of that certain parcel of real property more particularly described on Exhibit "A" attached hereto and incorporated herein (collectively the "Property").
- B. Grantee is a municipality within whose jurisdiction the Property is located.
- C. Grantor has proposed and Grantee has approved a development plan for a mixed use project to be constructed on the Property (the "Project"), as approved by the City's Planning and Zoning Board on August 15, 2012 through a Site Plan Level III review under Case No. 46R12 (the "Site Plan").
- D. In connection with the Site Plan approval, Grantor agreed to convey to Grantee a public pedestrian and bicycle accessway easements through Grantor's Property in order to provide two (2) separate pedestrian and bicycle accessway connections linking (i) NE 16th Terrace to Sunrise Boulevard and (ii) NE 17th Avenue to Sunrise Boulevard. Said connections commence at the

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northern terminus of NE 16th Terrace and NE 17th Avenue and proceed north to Sunrise Boulevard (“Easement Areas”) as more particularly described in Exhibits B-1 and B-2 attached hereto and made a part hereof.

F. Grantor desires to grant and create, pursuant to the terms and conditions hereinafter set forth, and Grantee has agreed to accept, a perpetual non-exclusive easement to be held in trust by the Grantee for the benefit of the general public as a pedestrian and bicycle accessway easement.

NOW, THEREFORE, for Ten and No/100 Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Recitals. The recitals set forth above are true and correct and are incorporated herein by this reference.

2. Grant of Easement. Grantor hereby grants and conveys to Grantee, a non-exclusive perpetual public pedestrian and bicycle accessway easement, to be held in trust by the Grantee for the benefit of the general public, said easement to be across and upon the Easement Areas for the purpose of public pedestrian and bicycle access from (i) the northern terminus of NE 16th Terrace to Sunrise Boulevard and (ii) NE 17th Avenue to Sunrise Boulevard. The granting of this Easement is subject to the rights reserved by Grantor, as outlined below, and the improvements shown on the Site Plan (including, without limitation, the overhead pedestrian bridges, landscaping, lighting, gates, fences, irrigation and landscaping which may be installed within the Easement Areas). Grantor shall have the right to prohibit the public’s access to the Easements Areas between the hours of midnight and 6:00 a.m. daily. In this regard, the public’s access will be controlled by Grantor through the installation of an access gate which Grantor will lock to prevent public pedestrian and bicycle access between the hours of midnight and 6:00 a.m.

3. Construction, Maintenance and Repair. Grantor shall be responsible for the construction, maintenance and repair of Easement Areas including, without limitation, the maintenance of the pedestrian bridges and support structures together with any landscaping, irrigation and lighting located within the Easement Areas. It is understood that Grantor, during the course of its maintenance and repair, may restrict the public’s use of certain portions of the Easement Areas, for reasonable periods of time in order to complete such maintenance and repairs. Pursuant to City Code Section 25-7 (b), Grantor shall obtain the prior approval of the City Manager, whose consent shall not be unreasonably withheld.

4. Reservation of Rights.

(a) Use of Easement Areas. Grantor hereby reserves all rights of ownership and use in and to the Easement Areas which are not inconsistent with this Easement, including, without limitation: (i) the right to grant further non exclusive easements on, over, under and/or across the Easement Areas (i.e., utility, access, etc.) which are not inconsistent with the purpose of this Easement; and (ii) the exclusive right, subject to Grantee’s rights, to restore, to design, build, furnish and maintain any and all improvements (including, but not limited to, the pedestrian bridges and support

columns/footers/foundations for said pedestrian bridges, landscaping, irrigation, gates, fences, and lighting) located within and adjacent to the Easement Areas and as shown on the Site Plan.

(b) Hours of Operation of Easement Areas. The Easement Areas shall be accessible to the public, except that Grantor shall have the right to close the Easement Areas as outlined in Section 2 and Section 3 above.

5. Successors and Assigns. This Easement shall be binding upon the successors and assigns of the Grantor and Grantee, and the fee owner(s) from time to time of the Easement Areas and the Property, or both. Grantor's rights and obligations hereunder may be assigned in writing (with a copy of such assignment being delivered to Grantee) to a condominium, homeowners' or property owners' association to be established by Grantor for the Project in which event Grantor shall have no further rights or obligations hereunder.

6. Indemnification/Sovereign Immunity. Grantor shall indemnify, hold harmless Grantee, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures actually incurred by Grantee and the foregoing indemnified parties, including reasonable attorney's fees, court costs, and expenses, to the extent caused by intentional or negligent act of, or omission of, Grantor or Grantor's contractors, its employees, agents, servants, or officers, in connection with Grantor's obligation under this Easement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against Grantee by reason of any such claim, cause of action or demand, Grantee, its contractor, or both, shall, upon written notice from Grantee, resist and defend such lawsuit or proceeding by counsel satisfactory to Grantee or, at Grantee's option, pay for an attorney selected by City Attorney to defend Grantee. The provisions and obligations of this section shall survive the expiration or earlier termination of this Easement. Nothing in this Easement shall be interpreted to constitute a waiver of the sovereign immunity of the Grantee with respect to any negligence actions brought against the Grantee by third parties.

7. Notices. Any notice required or permitted to be given hereunder shall be in writing and may be given by (i) personal delivery, (ii) nationally recognized overnight courier, or (iii) certified mail return receipt requested, postage prepaid to the address set in this paragraph, or such other address as a party may hereafter designate by notice to the other given in accordance with this Section 7.

Grantor:

Gary Wallace, Managing Director
Greystar Development, LLC
750 Bering Drive, Suite 200
Houston, TX 77057

With a copy to:
Nectaria M. Chakas, Esq.

Lochrie & Chakas, P.A.
1401 E. Broward Boulevard, Suite 200
Ft. Lauderdale, FL 33301

Grantee:

City Manager
City of Ft. Lauderdale
100 N. Andrews Avenue
Ft. Lauderdale, FL 33301

With a copy to:
City Attorney
City of Ft. Lauderdale
100 N. Andrews Avenue
Ft. Lauderdale, FL 33301

8. **Amendments.** This Easement shall not be modified, amended or released except by written instrument, executed by the then owner or owners of the portion of the Property affected by such modification, amendment, or release and approved in writing by the City Manager and recorded in the Public Records of Broward County, Florida.

9. **Termination.** Termination of this Easement may only be accomplished through the City's easement vacation process as provided in the City's Unified Land Development Regulations.

10. **Captions.** The captions and paragraph headings contained in this Easement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Easement, nor the intent of any provision hereof.

11. **Governing Law:** This Easement shall be governed by and construed in accordance with the laws of the State of Florida and venue for any litigation arising hereunder shall be Broward County, Florida.


12. **Recordation.** Upon execution and delivery, Grantor shall record this Easement in the public records of Broward County, Florida.

13. **Warranty of Title.** Grantor hereby covenants with said Grantee that said Grantor is lawfully seized of fee simple title to the area underlying the Easement and that Grantor hereby fully warrants and defends the title to the Easement Areas hereby granted and conveyed against the lawful claims of all persons whomsoever.

14. By counter-execution hereof, the City accepts the terms and conditions of this grant and conveyance of Pedestrian and Bicycle Access Easement.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

WITNESSES:



[Witness Signature]

Miraya Goretzki

[Witness print/type name]



[Witness Signature]

Alex Griffin

[Witness print/type name]

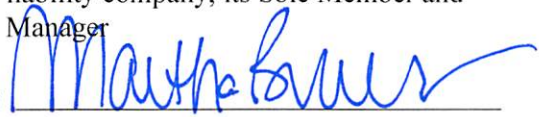
GRANTOR:

GS SUNRISE SUBSIDIARY, LLC., a Delaware limited liability company

By: GS Sunrise Apartments, LLC, a Delaware limited liability company, its Managing Member

By: PR Sunrise Investor LLC, a Delaware limited liability company, its Managing Member

By: PRISA LHC, LLC, a Delaware limited liability company, its Sole Member and Manager

By: 

Print Name: Martha Burrows


Title: Vice President

ACKNOWLEDGEMENT

STATE OF Georgia)
COUNTY OF Fulton)


The foregoing instrument was acknowledged before me this 1st day of June, 2015 by MARSHA BURROWS, as Vice President of **PRISA LHC, LLC**, a Delaware limited liability company as sole member and manager of **PR Sunrise Investor, LLC**, a Delaware limited liability company, as managing member of **PR Sunrise Investor LLC**, a Delaware limited liability company, as managing member of **GS Sunrise Apartments, LLC**, a Delaware limited liability company as managing member of **GS Sunrise Subsidiary, LLC**, a Delaware limited liability company. He/She is personally known to me or has produced _____ as identification and did / did not (circle one) take an oath.

My Commission Expires:


Signature, Notary Public Rosemary Van Arsdale
Notary Public, Cherokee County, Georgia
My Commission Expires Oct. 9, 2015

Name Typed, Printed or Stamped

APPROVED AS TO FORM:

Signed: 
Printed Name: Robert B. Dunckel
Title: Asst. City Attorney, City of Fort Lauderdale

Matthew Burrows

Matthew Burrows
Vice President

Matthew Burrows
Matthew Burrows

© 2010
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EXHIBIT "A"

PROPERTY

PARCEL 1:

THE WEST 100 FEET OF LOTS 23 AND 24, BLOCK 228, LESS THE NORTH 15 FEET OF THE WEST 100 FEET OF LOT 24, OF THE MAP OF PROGRESSO, FLORIDA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 18, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, AND FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SUNRISE BOULEVARD (FORMERLY KNOWN AS N.E. 10TH STREET) AND THE EAST LINE OF N.E. 16TH AVENUE, BEING THE NORTHWEST CORNER OF LOT 24, BLOCK 228, OF THE MAP OF PROGRESSO, FLORIDA; THENCE RUN NORTH 8750'10" EAST, ALONG THE NORTH LINE OF SAID LOT 24, FOR A DISTANCE OF 100.00 FEET; THENCE, RUN SOUTH 0207'50" EAST, A DISTANCE OF 99.99 FEET TO THE SOUTH LINE OF LOT 23, BLOCK 228; THENCE, RUN SOUTH 8750'10" WEST, ALONG THE SOUTH LINE OF SAID LOT 23, FOR A DISTANCE OF 100.00 FEET TO THE SOUTHWEST CORNER OF LOT 23; THENCE, RUN NORTH 0207'50" WEST, ALONG THE WEST LINE OF LOTS 23 AND 24 FOR A DISTANCE OF 99.99 FEET TO THE POINT OF BEGINNING; LESS THE NORTH 15 FEET OF THE WEST 100 FEET OF LOT 24; SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

PARCEL 2:

THE EAST 35 FEET OF LOTS 23 AND 24, LESS THE NORTH 15 FEET OF LOT 24 FOR ROADWAY PURPOSES, BLOCK 228, OF THE MAP OF PROGRESSO, FLORIDA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 18, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; FURTHER DESCRIBED AS A PARCEL OF LAND BOUNDED ON THE NORTH BY THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST SUNRISE BOULEVARD, AS THE SAME IS NOW LOCATED, CONSTRUCTED AND USED; ON THE EAST BY THE EASTERLY LINE OF THE AFORESAID LOTS 23 AND 24; ON THE SOUTH BY THE SOUTHERLY LINE OF THE AFORESAID LOT 23; AND ON THE WEST BY A LINE PARALLEL WITH AND 35 FEET WEST OF THE EASTERLY LINE OF THE AFORESAID LOTS 23 AND 24; SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

PARCEL 3:

LOT 1, LESS THE NORTH 15 FEET THEREOF FOR ROADWAY PURPOSES; THE EAST 100 FEET AND THE WEST 35 FEET OF THE NORTH 32 FEET OF LOT 2; AND THE EAST 100 FEET OF LOT 3, BLOCK 228, OF THE MAP OF PROGRESSO, FLORIDA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 18, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

PARCEL 4:

THE WEST 35 FEET OF THE SOUTH 18 FEET OF LOT 2, BLOCK 228, OF THE MAP OF PROGRESSO, FLORIDA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 18, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

PARCEL 5:

THE WEST 35 FEET OF LOT 3, BLOCK 228, OF THE MAP OF PROGRESSO, FLORIDA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 18, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

PARCEL 6:

ALL OF LOT 22, BLOCK 228, OF THE MAP OF PROGRESSO, FLORIDA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 18, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

PARCEL 7:

LOTS 4 AND 5, BLOCK 228, OF THE MAP OF PROGRESSO, FLORIDA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 18, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

PARCEL 8:

LOT 6, BLOCK 228, OF THE MAP OF PROGRESSO, FLORIDA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 18, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

PARCEL 9:

LOT 19, BLOCK 229, OF THE MAP OF PROGRESSO, FLORIDA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 18, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

PARCEL 10:

LOTS 20, 21, 22, 23 AND 24, BLOCK 229, LESS THE NORTH 15 FEET OF LOT 24, OF THE MAP OF PROGRESSO, FLORIDA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 18, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

PARCEL 11:

THAT PORTION OF N.E. 16TH TERRACE (FORMERLY N.E. 6TH STREET AS SHOWN ON THE MAP OF PROGRESSO, FLORIDA) LOCATED EASTERLY OF LOTS 1 THROUGH 5, INCLUSIVE, BLOCK 228, AND LOCATED WESTERLY OF A PORTION OF LOT 20 AND ALL OF LOTS 21 THROUGH 24, INCLUSIVE, BLOCK 229, AS DEPICTED IN ORDINANCE NO. C-94-1 OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, RECORDED IN OFFICIAL RECORDS BOOK 22078, PAGE 592, SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

PARCEL 12:

LOT 1, LESS THE NORTH 15 FEET THEREOF FOR STATE ROAD 5 RIGHT-OF-WAY AND LOTS 2 THROUGH 5, INCLUSIVE, BLOCK 229, OF THE MAP OF PROGRESSO, FLORIDA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 18, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, TOGETHER WITH THE WEST 1/2 OF VACATED N.E. 17TH AVENUE LYING EAST OF AND ADJACENT TO SAID PROPERTY IN BLOCK 229, LESS THE SOUTH 13 FEET THEREOF OF SAID VACATED N.E. 17TH AVENUE, SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

PARCEL 13:

LOT 19, BLOCK 230, OF THE MAP OF PROGRESSO, FLORIDA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 18, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

PARCEL 14:

LOT 20, LESS THE EAST 15 FEET THEREOF, BLOCK 230, OF THE MAP OF PROGRESSO, FLORIDA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 18, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, TOGETHER WITH THE EAST 1/2 OF VACATED N.E. 17TH AVENUE LYING WEST OF AND ADJACENT TO SAID PROPERTY IN BLOCK 230, LESS THE SOUTH 13 FEET THEREOF OF SAID VACATED N.E. 17TH AVENUE, SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

PARCEL 15:

LOT 24, LESS THE NORTH 15 FEET THEREOF FOR STATE ROAD 5 RIGHT-OF-WAY AND LOTS 21 THROUGH 23, BLOCK 230, OF THE MAP OF PROGRESSO, FLORIDA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 18, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, TOGETHER WITH THE EAST 1/2 OF VACATED N.E. 17TH AVENUE LYING WEST OF AND ADJACENT TO SAID PROPERTY IN BLOCK 230, SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA, CONTAINING 182,005 SQUARE FEET (4.18 ACRES), MORE OR LESS.

EXHIBIT "B"


EASEMENT AREAS

Exhibit B-1 - Pedestrian/Bicycle Access Easement linking NE 16th Terrace to Sunrise Boulevard

Exhibit B-2 – Pedestrian/Bicycle Access Easement linking NE 17th Avenue to Sunrise Boulevard

(Sketch and Legal Descriptions On Following Pages)

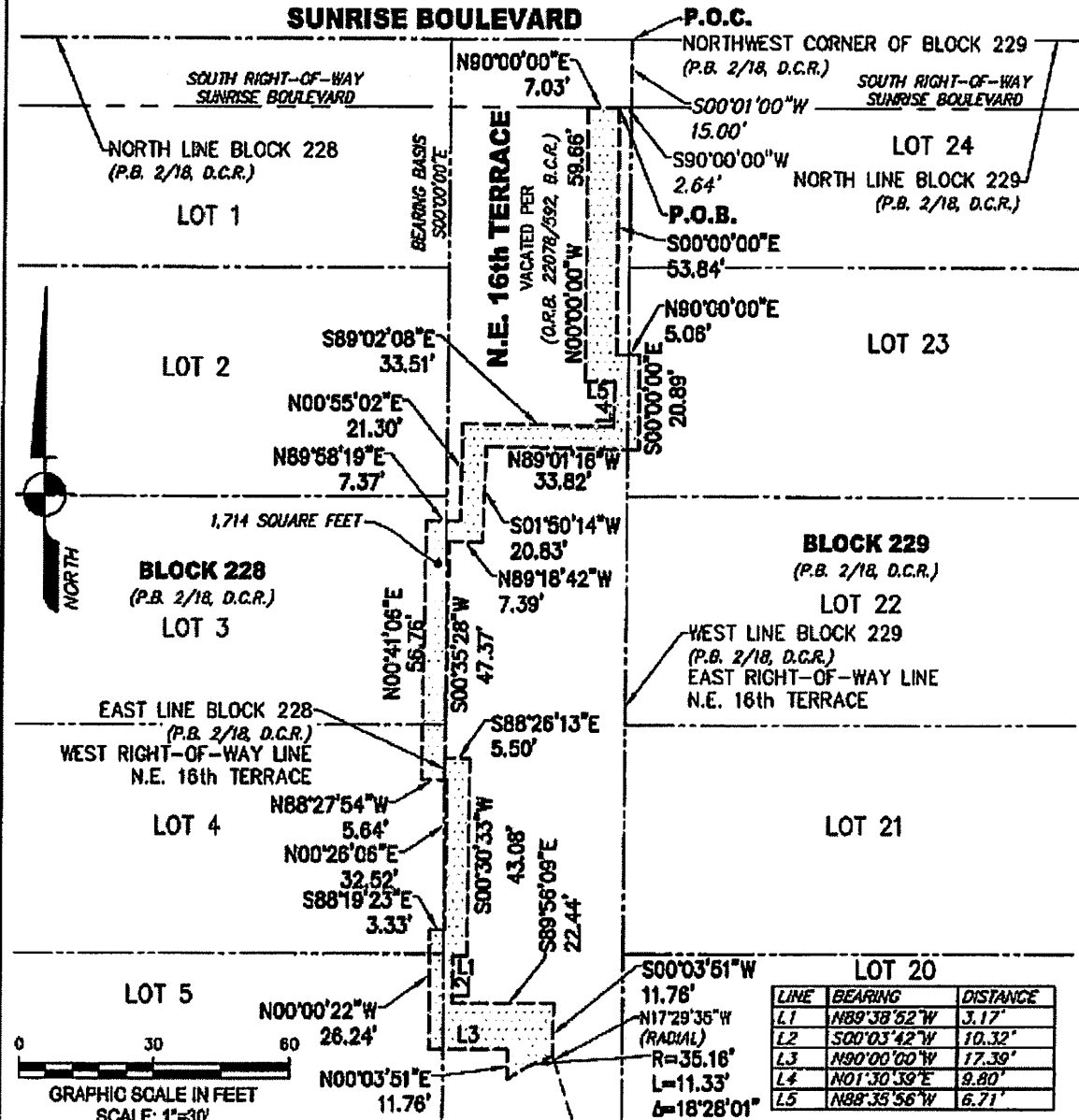
EXHIBIT B-1

| <p>EXHIBIT B-1</p> | <p>SKETCH & DESCRIPTION PEDESTRIAN / BICYCLE ACCESS EASEMENT A PORTION OF BLOCKS 228, 229 & N.E. 16TH TERRACE (P.B. 2, PG. 18, D.C.R.) CITY OF FORT LAUDERDALE</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|--|--|--|---------|--------|------------|---------|--------|------------|--|--|--|--|--|--|--|--|-------|----------|--------|----------|-------|------------|-----|------|----------|--------|--------------|-----|-------|----------|
| <p>LAND DESCRIPTION: A portion of Blocks 228, 229 and NE 16th Terrace (vacated per O.R.B. 22078, Pg. 592, B.C.R.), PROGRESSO, according to the plat thereof as recorded in Plat Book 2, Page 18 of the Public Records of Dade County, Florida, being more particularly described as follows:</p> <p>Commence at the northwest corner of said Block 229; thence S00°01'00"W along the west line of said Block 229, also being the east right-of-way line of N.E. 16th Terrace, 15.00 feet; thence S90°00'00"W, 2.64 feet to the Point Of Beginning; thence S00°00'00"E, 53.84 feet; thence N90°00'00"E, 5.06 feet; thence S00°00'00"E, 20.89 feet; thence N89°01'16"W, 33.82 feet; thence S01°50'14"W, 20.83 feet; thence N89°18'42"W, 7.39 feet; thence S00°35'28"W, 47.37 feet; thence S88°28'13"E, 5.50 feet; thence S00°30'33"W, 43.08 feet; thence N89°38'52"W, 3.17 feet; thence S00°03'42"W, 10.32 feet; thence S89°56'09"E, 22.44 feet; thence S00°03'51"W, 11.76 feet to a point of curvature of a curve (radial bearing to said point bears N17°29'35"W), concave to the southeast, having a radius of 35.16 feet and a central angle of 18°28'01"; thence southwesterly an arc distance of 11.33 feet to a point of non-tangency; thence N00°03'51"E, 11.76 feet; thence N90°00'00"W, 17.39 feet; thence N00°00'22"W, 26.24 feet; thence S88°19'23"E, 3.33 feet; thence N00°26'06"E, 32.52 feet; thence N88°27'54"W, 5.64 feet; thence N00°41'06"E, 56.76 feet; thence N89°58'19"E, 7.37 feet; thence N00°55'02"E, 21.30 feet; thence S89°02'08"E, 33.51 feet; thence N01°30'39"E, 9.80 feet; thence N88°35'56"W, 6.71 feet; thence N00°00'00"W, 59.66 feet; thence N90°00'00"E, 7.03 feet to the Point Of Beginning.</p> <p>Said lands lying in the City of Fort Lauderdale, Broward County, Florida and containing 1,714 square feet more or less.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>SURVEYOR'S REPORT:</p> <ol style="list-style-type: none"> 1. Reproductions of this Sketch are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper. 2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor. 3. The land description shown hereon was prepared by the Surveyor. 4. Bearings shown hereon are assumed to the plat, PROGRESSO, according to the plat thereof as recorded in Plat Book 2, Page 18 of the Public Records of Broward County, Florida, based on the East line of Block 228, having a bearing of S00°00'00"E. 5. Data shown hereon was compiled from instrument of record and does not constitute a boundary survey. 6. Abbreviation Legend: B.C.R. = Broward County Records; Δ = Central Angle; D.C.R. = Dade County Records; ESMT. = Easement; L = Arc Length; L.B. = Licensed Business; O.R.B. = Official Records Book; P = Per Record Plat; P.B. = Plat Book; PG. = Page; P.L.S. = Professional Land Surveyor; P.O.B. = Point of Beginning; P.O.C. = Point of Commencement; P.O.T. = Point of Termination; R = Radius. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>CERTIFICATION: I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction. I FURTHER CERTIFY that this Sketch and Description meets the Standards of Practice set forth in Chapter 5J-17.050 through 5J-17.052, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>Date: _____</p> | | <p>JOHN T. DOOGAN, P.L.S. Florida Registration No. 4409 AVIROM & ASSOCIATES, INC. L.B. No. 3300</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>NOT VALID WITHOUT SHEETS 1 OF 2</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="3">REVISIONS</th> </tr> <tr> <td>REVISED</td> <td>Q.R.E.</td> <td>12/19/2014</td> </tr> <tr> <td>REVISED</td> <td>Q.R.E.</td> <td>02/11/2015</td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table> | REVISIONS | | | REVISED | Q.R.E. | 12/19/2014 | REVISED | Q.R.E. | 02/11/2015 | | | | | | |  <p>AVIROM & ASSOCIATES, INC. SURVEYING & MAPPING 20 S.W. 2ND AVENUE, SUITE 102 BOCA RATON, FLORIDA 33432 TEL. (561) 392-2594, FAX (561) 394-7125 www.AVIROM-SURVEY.com <small>©2014 AVIROM & ASSOCIATES, INC. All Rights Reserved. This sketch is the property of AVIROM & ASSOCIATES, INC. and should not be reproduced or copied without written permission.</small></p> | <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>JOB#:</td> <td>9091-2-F</td> </tr> <tr> <td>SCALE:</td> <td>1" = 30'</td> </tr> <tr> <td>DATE:</td> <td>04/21/2014</td> </tr> <tr> <td>BY:</td> <td>D.H.</td> </tr> <tr> <td>CHECKED:</td> <td>J.T.D.</td> </tr> <tr> <td>F.B. - PG. -</td> <td>- -</td> </tr> <tr> <td>SHEET</td> <td>01 OF 02</td> </tr> </table> | JOB#: | 9091-2-F | SCALE: | 1" = 30' | DATE: | 04/21/2014 | BY: | D.H. | CHECKED: | J.T.D. | F.B. - PG. - | - - | SHEET | 01 OF 02 |
| REVISIONS | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| REVISED | Q.R.E. | 12/19/2014 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| REVISED | Q.R.E. | 02/11/2015 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| JOB#: | 9091-2-F | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| SCALE: | 1" = 30' | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| DATE: | 04/21/2014 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| BY: | D.H. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| CHECKED: | J.T.D. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| F.B. - PG. - | - - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| SHEET | 01 OF 02 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

**SKETCH & DESCRIPTION
PEDESTRIAN / BICYCLE ACCESS EASEMENT**

A PORTION OF BLOCKS 228, 229 & N.E. 16TH TERRACE
(P.B. 2, PG. 18, D.C.R.)
CITY OF FORT LAUDERDALE

**NOT VALID WITHOUT
SHEETS 1 OF 2**



| LINE | BEARING | DISTANCE |
|------|-------------|----------|
| L1 | N89°38'52"W | 3.17' |
| L2 | S00°03'42"W | 10.32' |
| L3 | N90°00'00"W | 17.39' |
| L4 | N01°30'39"E | 9.80' |
| L5 | N88°35'56"W | 6.71' |

| REVISIONS | | |
|-----------|--------|------------|
| REVISED | W.R.E. | 12/19/2014 |
| REVISED | W.R.E. | 02/11/2015 |
| | | |
| | | |
| | | |



AVIROM & ASSOCIATES, INC.
SURVEYING & MAPPING
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WWW.AVIROM-SURVEY.COM

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| | |
|----------------|------------|
| JOB #: | 9091-2-F |
| SCALE: | 1" = 30' |
| DATE: | 04/21/2014 |
| BY: | D.H. |
| CHECKED: | J.T.D. |
| F.B.: | PG. - |
| SHEET 02 OF 02 | |

EXHIBIT B-2

EXHIBIT B-2

**SKETCH & DESCRIPTION
PEDESTRIAN / BICYCLE ACCESS EASEMENT**

A PORTION OF BLOCK 230 & N.E. 17TH AVENUE
(P.B. 2, PG. 18, D.C.R.)
CITY OF FORT LAUDERDALE

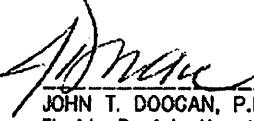
SURVEYOR'S REPORT:

1. Reproductions of this Sketch are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
3. The land description shown hereon was prepared by the Surveyor.
4. Bearings shown hereon are assumed to the plat, PROGRESSO, according to the plat thereof as recorded in Plat Book 2, Page 18 of the Public Records of Broward County, Florida, based on the West line of Block 229, having a bearing of S00°00'00"E.
5. Data shown hereon was compiled from instrument of record and does not constitute a boundary survey.
6. Abbreviation Legend: B.C.R. = Broward County Records; Δ = Central Angle; D.C.R. = Dade County Records; ESMT. = Easement; L = Arc Length; L.B. = Licensed Business; O.R.B. = Official Records Book; P = Per Record Plat; P.B. = Plat Book; PG. = Page; P.L.S. = Professional Land Surveyor; P.O.B. = Point of Beginning; P.O.C. = Point of Commencement; P.O.T. = Point of Termination; R = Radius.

CERTIFICATION:

I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction. I FURTHER CERTIFY that this Sketch and Description meets the Standards of Practice set forth in Chapter 5J-17.050 through 5J-17.052, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Date: 2/10/2015


JOHN T. DOOGAN, P.L.S.
Florida Registration No. 4409
AVIROM & ASSOCIATES, INC.
L.B. No. 3300

**NOT VALID WITHOUT
SHEETS 1 THRU 3**

| REVISIONS | | |
|-----------|--------|------------|
| REVISED | W.R.E. | 12/19/2014 |
| REVISED | W.R.E. | 02/06/2015 |
| REVISED | W.R.E. | 02/11/2015 |
| REVISED | W.R.E. | 02/18/2015 |
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| | |
|----------|-------------|
| JOB #: | 9091-2-A |
| SCALE: | - |
| DATE: | 04/21/2014 |
| BY: | D.H. |
| CHECKED: | J.T.D. |
| F.B. | N/A PG. N/A |
| SHEET | 01 OF 03 |

**SKETCH & DESCRIPTION
PEDESTRIAN / BICYCLE ACCESS EASEMENT**

A PORTION OF BLOCK 230 & N.E. 17TH AVENUE
(P.B. 2, PG. 18, D.C.R.)
CITY OF FORT LAUDERDALE


LAND DESCRIPTION:

A portion of Block 230 and formerly N.E. 17th Avenue (Utility Easement per O.R.B. 17969, Pg. 593, B.C.R.), PROGRESSO, according to the plat thereof as recorded in Plat Book 2, Page 18 of the Public Records of Dade County, Florida, being more particularly described as follows:

Commence the the northwest corner of Block 230 of said Plat; thence S00°01'00"W along the west line of said Block 230 also being the east right-of-way line of formerly N.E. 17th Avenue, 20.00 feet; thence S89°59'00"W, 3.30 feet to the Point Of Beginning; thence S00°07'07"W, 68.16 feet; thence S89°55'43"E, 12.84 feet; thence S00°00'00"W, 11.95 feet; thence N89°48'47"W, 4.25 feet; thence S00°04'10"E, 36.04 feet; thence S24°55'05"E, 26.47 feet; S02°09'50"W, 19.13 feet; thence S45°49'36"W, 21.01 feet to a point of curvature of a curve (radial bearing to said point bears N77°26'49"E), concave to the northwest, having a radius of 21.90 feet and a central angle of 86°50'53"; thence southwesterly an arc distance of 33.20 feet to a point of non-tangency; thence S22°54'08"W, 5.52 feet to a point of curvature of a curve (radial bearing to said point bears N12°15'56"E), concave to the southwest, having a radius of 13.00 feet and a central angle of 31°46'37"; thence southeasterly an arc distance of 7.21 feet to a point of non-tangency; thence N88°18'37"E, 3.44 feet; thence S01°41'23"E, 8.90 feet; thence S89°59'54"W, 7.77 feet to a point of curvature of a curve (radial bearing to said point bears N83°41'49"E), concave to the south, having a radius of 5.00 feet and a central angle of 167°23'49"; thence north, westerly and south an arc distance of 14.61 feet to a point of non-tangency; thence N89°56'18"W, 8.28 feet; thence N01°41'23"W, 8.13 feet; thence N88°18'37"E, 5.95 feet; thence N22°54'08"E, 17.50 feet to a point of curvature of a curve (radial bearing to said point bears S01°09'04"E), concave to the northwest, having a radius of 13.90 feet and a central angle of 118°30'49"; thence northerly an arc distance of 28.75 feet to a point of non-tangency; thence N45°49'36"E, 23.00 feet; thence N02°09'50"E, 14.00 feet; thence N24°55'05"W, 21.55 feet; thence N00°04'10"W, 42.12 feet to a point of curvature of a curve (radial bearing to said point bears S00°28'18"E), concave to the east, having a radius of 7.54 feet and a central angle of 91°02'03"; thence northerly an arc distance of 7.54 feet to a point of tangency; thence N00°07'14"E, 72.50 feet; thence S90°00'00"E, 5.00 feet to the Point Of Beginning.

Said lands lying in the City of Fort Lauderdale, Broward County, Florida and containing 1,835 square feet more or less.

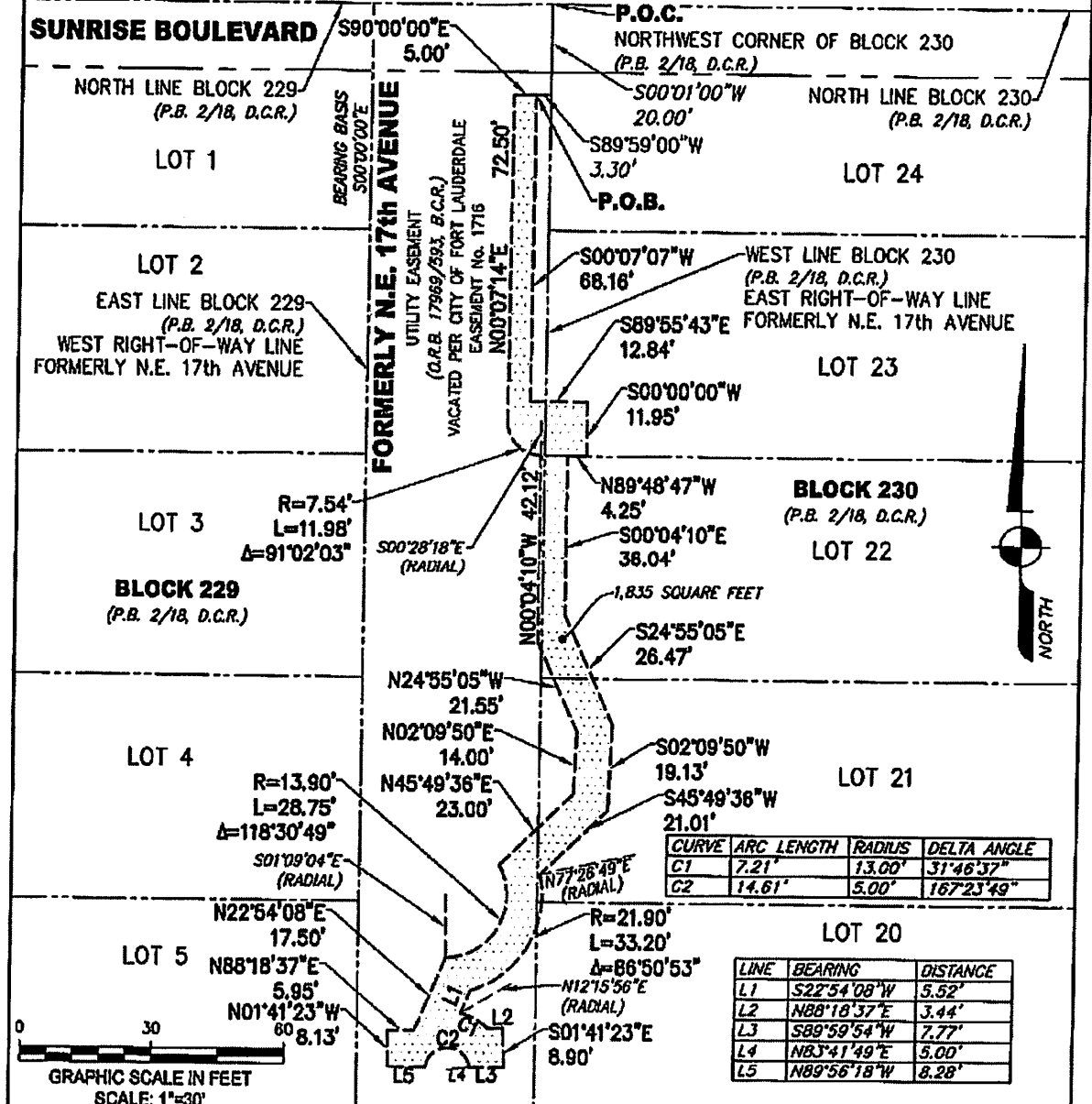
**NOT VALID WITHOUT
SHEETS 1 THRU 3**

| | | | | |
|--|--|--|--|--|
| REVISIONS REVISED W.R.E. 12/19/2014 REVISED W.R.E. 02/06/2015 REVISED W.R.E. 02/11/2015 REVISED W.R.E. 02/18/2015 | | |  <p>AVIROM & ASSOCIATES, INC. SURVEYING & MAPPING 50 S.W. 2ND AVENUE, SUITE 102 BOCA RATON, FLORIDA 33432 TEL. (561) 392-2894, FAX (561) 394-7125 www.AVIROM-SURVEY.com <small>©2015 AVIROM & ASSOCIATES, INC. All rights reserved. This sketch is the property of AVIROM & ASSOCIATES, INC. and should not be reproduced or copied without written permission.</small></p> | JOB #: 9081-2-A SCALE: - DATE: 04/21/2014 BY: D.H. CHECKED: J.T.D. F.B. N/A PG. N/A SHEET 02 OF 03 |
| (This section is blank in the original image) | | | | |

**SKETCH & DESCRIPTION
PEDESTRIAN / BICYCLE ACCESS EASEMENT**

**NOT VALID WITHOUT
SHEETS 1 THRU 3**

A PORTION OF BLOCK 230 & N.E. 17TH AVENUE
(P.B. 2, PG. 18, D.C.R.)
CITY OF FORT LAUDERDALE



| CURVE | ARC LENGTH | RADIUS | DELTA ANGLE |
|-------|------------|--------|-------------|
| C1 | 7.21' | 13.00' | 31°46'37" |
| C2 | 14.61' | 5.00' | 167°23'49" |

| LINE | BEARING | DISTANCE |
|------|-------------|----------|
| L1 | S22°54'08"W | 5.52' |
| L2 | N88°18'37"E | 3.44' |
| L3 | S89°59'54"W | 7.77' |
| L4 | N83°41'49"E | 5.00' |
| L5 | N89°56'18"W | 8.28' |

| REVISIONS | | | |
|-----------|--------|------------|--|
| REVISED | W.R.E. | 12/19/2014 | |
| REVISED | W.R.E. | 02/06/2015 | |
| REVISED | W.R.E. | 02/11/2015 | |
| REVISED | W.R.E. | 02/18/2015 | |



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| | |
|----------|------------|
| JOB #: | 9091-2-A |
| SCALE: | 1" = 30' |
| DATE: | 04/21/2014 |
| BY: | D.H. |
| CHECKED: | J.T.D. |
| F.B. | N/A |
| PG. | N/A |
| SHEET | 03 OF 03 |

JOINDER AND CONSENT BY MORTGAGEE/LIENHOLDER

THIS INDENTURE, made this 15th day of June, 2015 by and between:

WELLS FARGO BANK, NATIONAL ASSOCIATION
(hereinafter "MORTGAGEE"),
and
CITY OF FORT LAUDERDALE,
of the County of Broward, State of Florida (hereinafter "CITY").

WITNESSETH:

That MORTGAGEE, the holder of that certain mortgage executed by GS SUNRISE SUBSIDIARY, LLC, a Delaware limited liability company dated July 1, 2013 and recorded Official Records Book 49954, Page 634 of the Public Records of Broward County, Florida, being in the original principal sum of Forty Million Nine Hundred Fifty Thousand Dollars (\$40,950,000.00), in consideration of Ten Dollars (\$10.00) and other good and valuable considerations received from CITY, does hereby consent to execution and delivery of the foregoing Pedestrian and Bicycle Access Easement and agrees that in the event Mortgagee or any successors obtain title to such property through foreclosure or deed-in-lieu of foreclosure, the Easement shall be binding upon the entity obtaining title as the then owner of such property.

IN WITNESS OF THE FOREGOING, the Mortgagee has set Mortgagee's hand and seal the day and year first written above.

WITNESSES:

[Signature]
[Witness Signature]
Ryan Montgomery
[Witness print/type name]
[Signature]
[Witness Signature]
R Ross Campbell
[Witness print/type name]

MORTGAGEE:

WELLS FARGO, NATIONAL ASSOCIATION
By: Jessica Martin
Print Name: Jessica Martin
Title: Vice President

ACKNOWLEDGMENT

STATE OF South Carolina)
COUNTY OF Charleston)

The foregoing instrument was acknowledged before me this 15th day of June, 2015 by Jessica B Martin as VP of WELLS FARGO, NATIONAL ASSOCIATION., Mortgagee. He/She is [] personally known to me or [X] has produced Drivers License as identification.

My Commission Expires: 12-13-2022

[Signature]
Signature, Notary Public
Randi Nicole Ashcraft Bellow
Name Typed, Printed or Stamped





South Carolina
Charleston

12-18-93
Drivers License

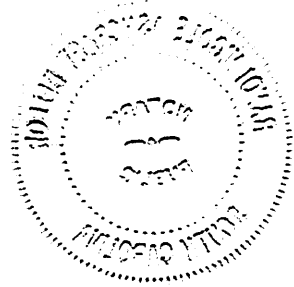
NO

James B. ...

~~James B. ...~~

12-18-93

James B. ...



**ACCEPTANCE OF
PEDESTRIAN AND BICYCLE ACCESS EASEMENT
BY
CITY OF FORT LAUDERDALE**

By Motion adopted at the Regular Meeting of the City Commission of the City of Fort Lauderdale at its meeting of August 18, 2015, the City Commission approved acceptance of the foregoing grant and conveyance Pedestrian and Bicycle Access Easement under the terms and conditions outlined therein.

GRANTEE:

WITNESSES:

Jeanette A. Johnson
Jeanette A. Johnson
[Witness type or print name]

[Signature]
Carla Foster
[Witness type or print name]

(CORPORATE SEAL)



STATE OF FLORIDA:
COUNTY OF BROWARD:

CITY OF FORT LAUDERDALE

By [Signature]
John P. "Jack" Seiler, Mayor

By [Signature]
Lee R. Feldman, City Manager

ATTEST:

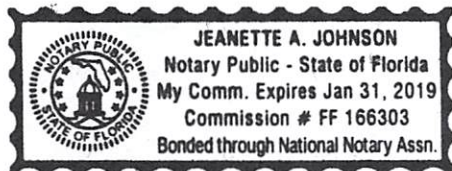
[Signature]
Jeffrey A. Modarelli, City Clerk

Approved as to form:

[Signature]
Robert B. Dunkel,
Assistant City Attorney

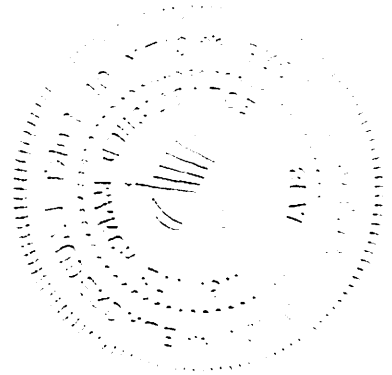
The foregoing instrument was acknowledged before me this 30th day of October, 2015, by **John P. "Jack" Seiler**, Mayor of the City of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)




Jeanette A. Johnson
Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)
Jeanette A. Johnson
Name of Notary Typed,
Printed or Stamped
My Commission Expires: 1/31/19
Commission Number FF 166303

STATE OF FLORIDA:



JEANETTE A. JOHNSON
Notary Public - State of Florida
My Comm. Expires Jan 01, 2019
Commission # PC 166308
Bonded through National Surety

A rectangular notary seal stamp with a decorative border. It contains the name "JEANETTE A. JOHNSON" at the top, followed by "Notary Public - State of Florida", "My Comm. Expires Jan 01, 2019", "Commission # PC 166308", and "Bonded through National Surety" at the bottom. To the right of the text is a circular emblem featuring a palm tree and the words "NOTARY PUBLIC STATE OF FLORIDA".

COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 27th day of October, 2015, 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)

Carla foster

Name of Notary Typed,
Printed or Stamped

My Commission Expires:

Commission Number



CARLA A FOSTER
MY COMMISSION # EE 180757
EXPIRES: March 18, 2016
Bonded Thru Budget Notary Services