



CITY OF FORT LAUDERDALE
City Commission Agenda Memo
REGULAR MEETING

#15-0864

8-18-15
 CM-16
 REVISED
 CAM
 and
 EX 1

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

FROM: Lee R. Feldman, ICMA-CM, City Manager

DATE: August 18, 2015

TITLE: **REVISED CM-16-** Motion Authorizing the Execution and Acceptance of a Pedestrian and Bicycle Access Easement at the Paseo Del Mar Development along NE 16th Terrace & NE 17th Avenue to Sunrise Boulevard

Recommendation

It is recommended that the City Commission authorize the execution and acceptance of a pedestrian and bicycle access easement pursuant to which the City Manager will have the authority to allow a closure of the access easement; from time to time; for periods in excess of 72 hours.

Background

GS Sunrise is the owner of the Paseo Del Mar Development approved in 2012. As a condition of that approval, the applicant was required to dedicate Pedestrian and Bicycle Easements along NE 16th Terrace & NE 17th Avenue to Sunrise Boulevard. The grantor (GS Sunrise) has requested permission to allow restriction of access through the construction of lockable pedestrian gates in order to control the property overnight and maintain safety on the property, as set forth in Sections F(2) and (3) of the Pedestrian and Bicycle Access Easement.

~~Under Section F(2), the grantor reserves the right to prohibit the public's access between the hours of midnight to 6:00 a.m. daily by use of an access gate. The Grantor reserves the right to increase the hours of closure, provided notice is sent to the City Manager and Victoria Park Civic Association reciting the reasons for the increased hours of closure. The City Manager will have 30 days to provide written consent to such increased closure hours. The agreement was written to ensure the neighborhood would have input in any changes to the gate access.~~

Under Section F(3) the Grantor shall be responsible for the construction, maintenance, and repair of easement areas, and during the course of maintenance and repair, may restrict the public's use of certain portions of the easement areas, for reasonable periods of time with the approval of the City Manager. The easement areas are shown

in Exhibit 1.

Resource Impact

There is no fiscal impact associated with this action.

Strategic Connections

This item is a *Press Play Fort Lauderdale Strategic Plan* initiative, included within the Business Development Cylinder of Excellence, specifically advancing:

- Goal 7: Be a well-positioned City within the global economic and tourism markets of the South Florida region, leveraging our airports, port, and rail connections.
- Objective 2: Facilitate a responsive and proactive business climate.

This item advances the *Fast Forward Fort Lauderdale 2035 Vision Plan: We are Prosperous*.

Attachment:

Exhibit 1 – Pedestrian and Bicycle Access Easement & Exhibits

Prepared by: Alex Scheffer, P.E., Urban Design Engineer

Department Director: Jenni Morejon, Sustainable Development

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 ____ day of _____, 20__ 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.)

W I T N E S S E T H:

- 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

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. ~~Grantor reserves the right, to increase the duration that the access gates will be locked; provided however, that Grantor shall transmit written notice to the City Manager and the Victoria Park Civic Association indicating the reason(s) Grantor desires to increase the hours that the access gate(s) will remain locked and the revised hours. Upon receipt of such notice, Grantee shall have thirty (30) days to provide its written consent, whose consent shall not be unreasonably withheld. In the event, the City does not provide its written consent or denial within the thirty (30) day time period, then Grantor’s request shall be deemed approved.~~

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

WITNESSES:

[Witness Signature]

[Witness print/type name]

[Witness Signature]

[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: _____

Title: _____

ACKNOWLEDGEMENT

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 20__ by _____, as _____ 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

Name Typed, Printed or Stamped

APPROVED AS TO FORM:

Signed: _____
Printed Name: _____
Title: Asst. City Attorney, City of Fort Lauderdale

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EXHIBIT "A"

PROPERTY

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

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

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:

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°26'13"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 on 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.

Said lands lying in the City of Fort Lauderdale, Broward County, Florida and containing 1,714 square feet more or less.


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 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.


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: 12/19/2014


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

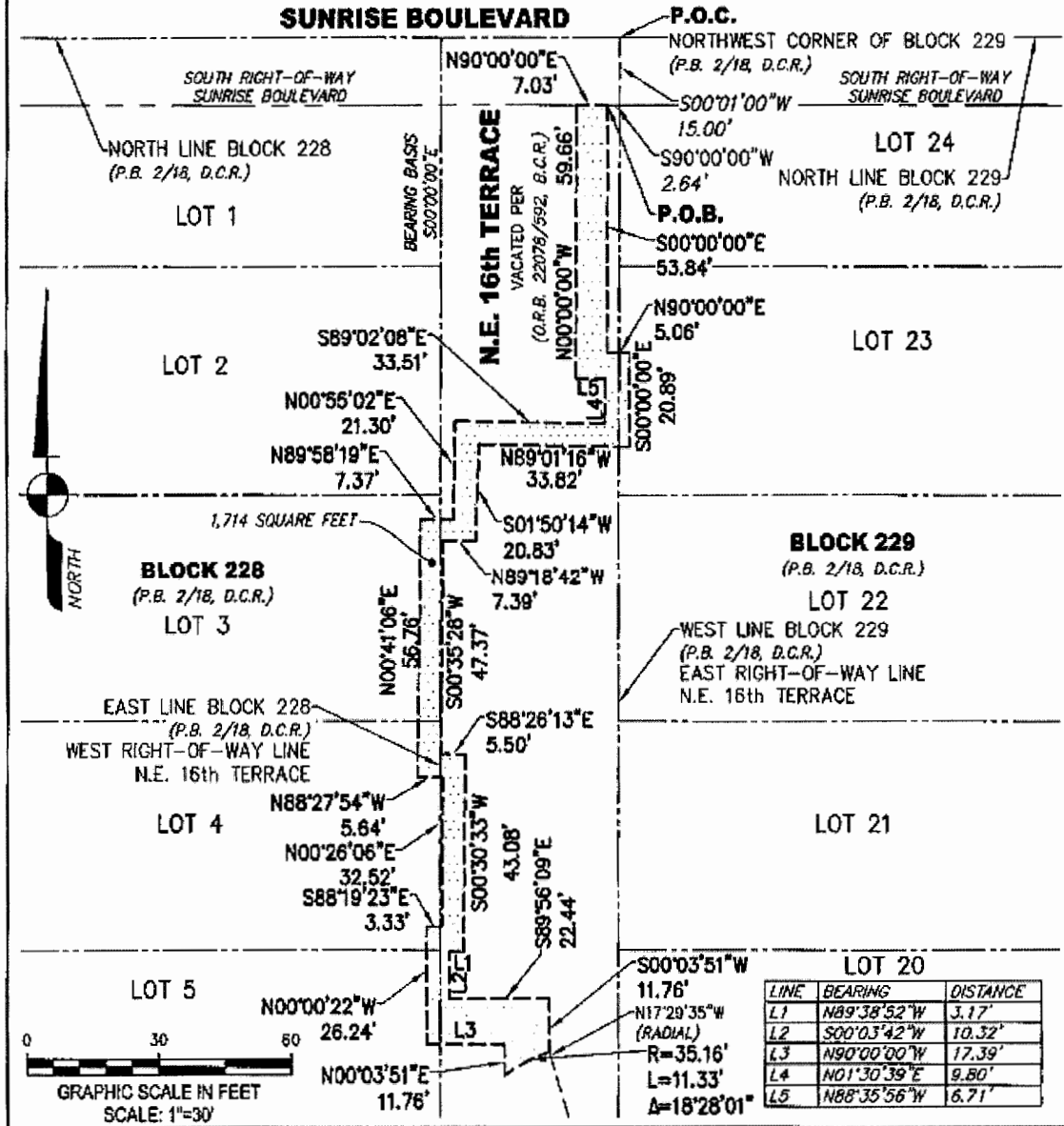
**NOT VALID WITHOUT
SHEETS 1 OF 2**

REVISIONS REVISED W.R.L. 12/19/2014		 AVIROM & ASSOCIATES, INC. SURVEYING & MAPPING 30 S.W. 2ND AVENUE, SUITE 102 BOCA RATON, FLORIDA 33432 TEL. (561) 392-2591, 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>	JOB #: 9091-2-F SCALE: 1" = 30' DATE: 04/21/2014 BY: D.H. CHECKED: J.T.D. P.B. - PG. - SHEET 01 OF 02
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**SKETCH & DESCRIPTION
PEDESTRIAN ACCESS EASEMENT**

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

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

EXHIBIT B-2

**SKETCH & DESCRIPTION
PEDESTRIAN 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: 12/19/2014


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

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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 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 S01°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; 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.

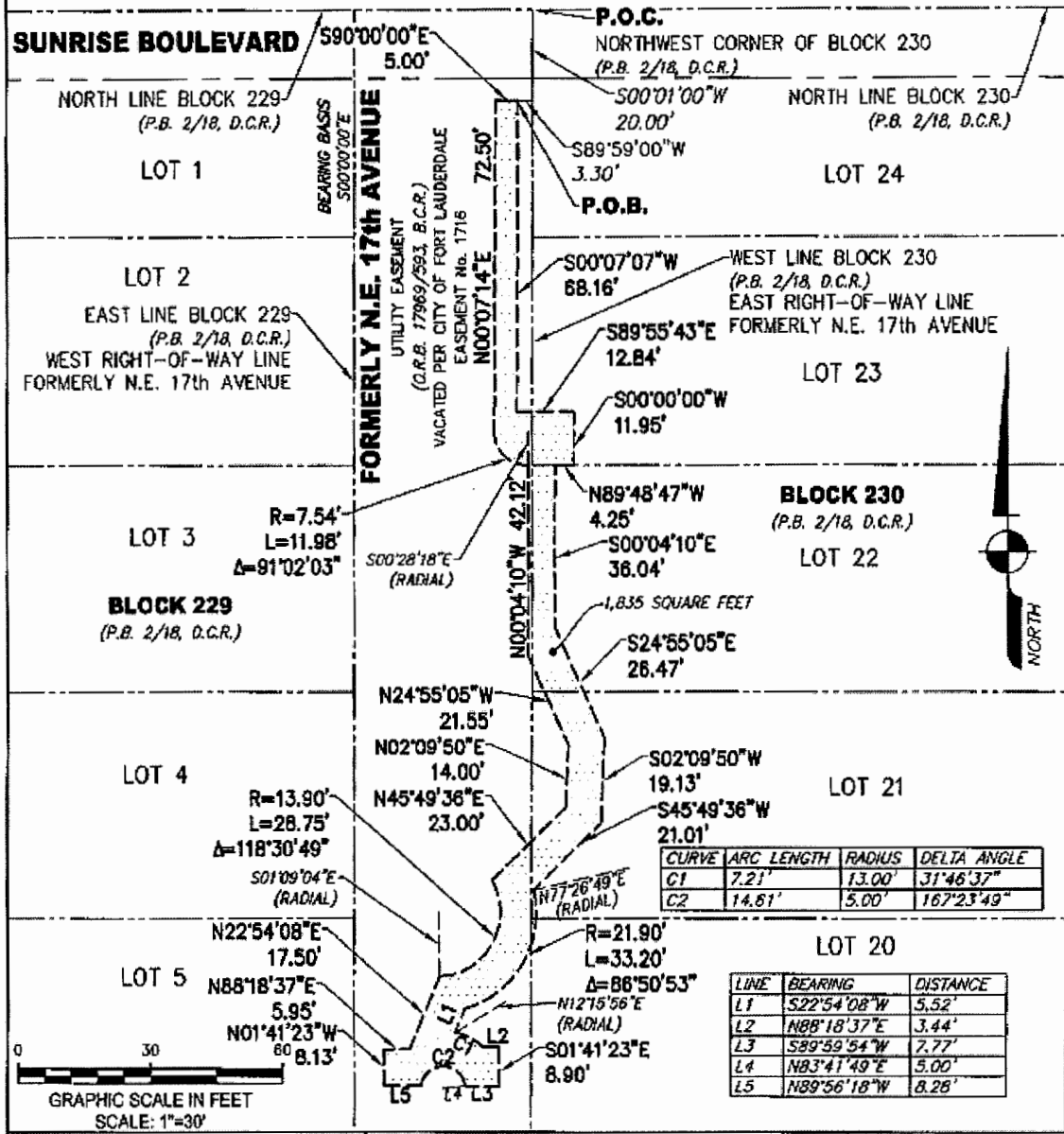
**NOT VALID WITHOUT
SHEETS 1 THRU 3**

<table border="1"> <thead> <tr> <th colspan="3">REVISIONS</th> </tr> </thead> <tbody> <tr> <td>REVISED</td> <td>W.R.E.</td> <td>12/19/2014</td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	REVISIONS			REVISED	W.R.E.	12/19/2014													 <p>AVIROM & ASSOCIATES, INC. SURVEYING & MAPPING 50 S.W. 2ND AVENUE, SUITE 102 BOCA RATON, FLORIDA 33432 TEL. (561) 392-2594, FAX (561) 394-7125 www.AVIROM-SURVEY.com</p> <p><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"> <tr> <td>JOB #:</td> <td>9091-2-A</td> </tr> <tr> <td>SCALE:</td> <td>-</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.</td> <td>N/A</td> </tr> <tr> <td>PG.</td> <td>N/A</td> </tr> <tr> <td>SHEET</td> <td>02 OF 03</td> </tr> </table>	JOB #:	9091-2-A	SCALE:	-	DATE:	04/21/2014	BY:	D.H.	CHECKED:	J.T.D.	F.B.	N/A	PG.	N/A	SHEET	02 OF 03
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**SKETCH & DESCRIPTION
PEDESTRIAN ACCESS EASEMENT**

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

**NOT VALID WITHOUT
SHEETS 1 THRU 3**



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	8.26'

REVISIONS		
REVISED	W.R.E.	12/19/2014



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
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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 _____ day of _____, 20__ 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 join and 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:

MORTGAGEE:

[Witness Signature]

[Witness print/type name]

[Witness Signature]

[Witness print/type name]

WELLS FARGO, NATIONAL ASSOCIATION

By: _____

Print Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____ as _____ of WELLS FARGO, NATIONAL ASSOCIATION., Mortgagee. He/She is [] personally known to me or [] has produced _____ as identification.

My Commission Expires:

Signature, Notary Public

Name Typed, Printed or Stamped

**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:

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. Dunkel,
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

E:\Recovered\rbd_office\2015\DRC.PROW\Greystar\Pedestrian_and_Bicycle_Easement_v_4_[City_comments]_[2]_[rbd_3_clean].doc