



4-21-15
CR-2
15-0590

Our File Number: 21334.00001
Writer's Direct Dial Number: 954.468.1355
Writer's E-Mail Address: mraab@gunster.com

June 25, 2015

Robert B. Dunckel, Esq.
Assistant City Attorney
City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

CITY CLERK
2015 JUL 15 PM 3: 33

Re: Riverwalk Linear Park Easement between LOYCA Property Owner, LLC and City of Fort Lauderdale, Florida ("Easement")

Dear Bob:

Enclosed please find the **original** Easement recorded under Instrument #112945241, together with the **original** Owner's Title Insurance Policy No. 93651825.

If we may be of further assistance, please let us know. Thank you.

Sincerely,

Michelle Raab, CP, FRP
Certified Paralegal

/mr

Enclosure

cc: Danielle DeVito-Hurley, Esq.

FTL_ACTIVE 4606792.1

CITY CLERK
2015 JUL -6 PM 2: 23



GUNSTER
FLORIDA'S LAW FIRM FOR BUSINESS

P ① ✓ 4/22/15 ①

4-21-15
CR-2

Our File Number: 21334.00001
Writer's Direct Dial Number: 954.468.1328
Writer's E-Mail Address: ddevito@gunster.com

April 14, 2015

CITY CLERK
2015 JUL 15 PM 3:33

VIA FEDERAL EXPRESS

Robert B. Dunckel, Esq.
Assistant City Attorney
City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

Re: Riverwalk Linear Park Easement between LOYCA Property Owner, LLC and City of Fort Lauderdale, Florida ("Easement")

Dear Bob:

Enclosed please find the original Easement executed on behalf of LOYCA Property Owner, LLC, together with the pro forma Owner's Title Insurance Policy, which, as the document indicates is subject to recording of the Easement (and the final policy will be forthcoming thereafter). Please note that Exhibit D to the Easement contains a new exception for an FPL easement, numbered 14, which was revealed by a recent title update. Please note that if you have more legible copies of Exhibits B and C, we request that you attach the same prior to recording.

It is our understanding that these enclosures will permit you to place the matters of acceptance of the Easement and execution on behalf of the City on the agenda for the City's next commission meeting on April 21, 2015. Please advise if you need us to attend such meeting.

If there is anything further that you require to expedite this matter, please do not hesitate to contact us. Thank you.

Sincerely,


Danielle DeVito-Hurley
FOR THE FIRM

CITY CLERK
2015 APR 15 PM 1:21

DDH/mr
Enclosure

cc: Mr. Patrick Campbell, w/enclosures, via email
Andrew Finkelstein, Esq. w/enclosures, via email

FTL_ACTIVE 4585836.1

CITY CLERK

This Instrument Prepared by: 2015 JUL 15 PM 3: 33
Danielle DeVito-Hurley, Esq.
Gunster
450 East Las Olas Blvd., Suite 1400
Ft. Lauderdale, Fl. 33301

INSTR # 112945241
Recorded 04/23/15 01:33:34 PM
Broward County Commission
Doc-D: \$0.70
Deputy Clerk 1012
#1, 22 Pages

RECORD AND RETURN TO:
Danielle DeVito-Hurley, Esq.
Gunster
450 East Las Olas Blvd., Suite 1400
Ft. Lauderdale, Fl. 33301

RIVERWALK LINEAR PARK EASEMENT

THIS RIVERWALK LINEAR PARK EASEMENT (this "Easement"), made this 21st day of April, 2015, by LOYCA PROPERTY OWNER LLC, a Delaware limited liability company ("Grantor"), whose mailing address is 315 S. Biscayne Blvd. 4th Floor, Miami, FL 33131, to CITY OF FORT LAUDERDALE, FLORIDA, a municipal corporation of Florida ("Grantee"), whose mailing address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301.

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

1. **The Property and the Easement Areas.** Grantor is the fee simple owner of that certain parcel of real property more particularly described in Exhibit A attached hereto and incorporated herein (collectively, the "Property"), including the portion more particularly described in Exhibit B attached hereto (the "Uplands Riverwalk Easement Area") and the portion more particularly described in Exhibit C attached hereto (the "Construction and Maintenance Easement Area") and, collectively with the Uplands Riverwalk Easement Area, the "Uplands Easement Areas"). Grantor hereby covenants with Grantee that Grantor is lawfully seized of fee simple interest to the Uplands Easement Areas, subject to those matters of record set forth on Exhibit D attached hereto, and that Grantor hereby fully warrants and defends the Grantee's right, title and interest in and to the Uplands Easement Areas, subject to those matters of record set forth on Exhibit D attached hereto, hereby granted and conveyed, against the lawful claims of all persons whomsoever.

2. **Riverwalk Linear Park.** The Property is located within Grantee's corporate municipal limits. Grantee is responsible for the creation, operation and maintenance of the City of Fort Lauderdale's Riverwalk Linear Park situated along the New River known as the "Riverwalk Linear Park" (the "Riverwalk" or "Riverwalk Linear Park"). In consideration of Grantee's joint undertaking with the Downtown Development Authority ("DDA") of the repair and/or replacement of the existing sea wall and cap located on or abutting Grantor's Property (collectively, the "Existing Seawall"), Grantor has agreed to Grantee's joint undertaking with the DDA of construction, operation, use, maintenance, repair, modification and replacement from time to time of the extension of the Riverwalk over and across the Uplands Riverwalk Easement Area, together with the portion of the New River waterway adjacent to and abutting

the Property, as more particularly described on Exhibit E attached hereto and referred to herein as the "Submerged Riverwalk Easement Area") (the Uplands Riverwalk Easement Area and Submerged Riverwalk Easement Area shall be collectively referred to herein as the "Riverwalk Easement Area," the Riverwalk Easement Area and the Construction and Maintenance Easement Area shall be collectively referred to herein as the "Easement Areas" and the portion of the Riverwalk directly adjacent to and abutting the Property shall be collectively referred to herein as the "Adjacent Riverwalk"), provided that Grantee obtain proper permitting by the appropriate regulatory agencies with subject matter jurisdiction with respect thereto and subject to the terms and conditions set forth herein. The warranties of title of Grantor set forth in Section 1 above do not extend to any portion of the Submerged Riverwalk Easement Area (i.e., any portion of the New River waterway adjacent to and abutting the Property); it being agreed that Grantor is quit-claiming a non-exclusive easement to Grantee over, under and across the Submerged Riverwalk Easement Area in Section 3.a. below solely to the extent of Grantor's riparian rights in such waterway and solely to the extent an easement may be granted by Grantor with respect to such riparian rights, which easement is hereby made without recourse, representation or warranty by Grantor.

3. Grant of Easements. Grantor does hereby grant, give and convey to Grantee, subject to the following terms and conditions:

a. A perpetual, non-exclusive easement over, under and across the surface of the Riverwalk Easement Area and Adjacent Riverwalk for public non-vehicular (other than for governmental emergency and service vehicles and non-governmental service vehicles, i.e., for construction, maintenance and repair purposes only, as authorized by the City Manager or his or her designee) and pedestrian access, ingress and egress, twenty-four hours a day, seven days a week (subject, however, to the restrictions set forth in Section 13 below), and for construction, operation, use, maintenance, repair, modification and replacement from time to time of the Riverwalk Improvements (as defined below) and for such other uses as may be consistent with the use of the Riverwalk Linear Park and permissible activities associated therewith and to be conducted therein (subject, however, to the restrictions set forth in Section 13 below); and

b. A perpetual, non-exclusive easement over, under and across the surface of the Construction and Maintenance Easement Area for construction, operation, use, maintenance, repair, modification and replacement from time to time of the Riverwalk Improvements.

c. As to the perpetual, non-exclusive easement rights described in subparagraphs a. and b. above (but expressly excluding any easement rights over, under or across the Submerged Riverwalk Easement Area) and except for the easement rights currently existing as set forth in the matters of record set forth on Exhibit "D," which shall be superior to the non-exclusive easement rights granted herein, the non-exclusive easement rights granted herein as to the Uplands Easement Areas shall be superior to any and all other easement rights within the Uplands Easement Areas that are not consistent with the easement rights granted herein for the Uplands Easement Areas.

4. Construction of Riverwalk Improvements. At its own cost and expense, in a joint undertaking with the DDA, Grantee will design (which design shall be subject to Grantor's prior written consent), construct and complete walkway, landscaping, irrigation, lighting, seawall and

other improvements within the Adjacent Riverwalk. (including, without limitation, the construction of a new seawall abutting the Property and the repair and/or replacement of the Existing Seawall, as necessary in order for the Existing Seawall to be restored to good condition and repair and the backfill of the area between the Property and the Adjacent Riverwalk with clean fill such that there is a smooth and level grade transition from the Property to the Adjacent Riverwalk) (collectively, the "**Riverwalk Improvements**") consistent with the nature of the improvements otherwise constructed within the Riverwalk Linear Park. Prior to commencement of any construction of the Adjacent Riverwalk, a payment and performance bond in accordance with Section 255.05, Florida Statutes (as such Section is in existence on the date immediately prior to commencement of construction) shall be provided by Grantee, DDA or their respective contractors in favor of Grantor, as a co-obligee under such bond, for the construction of the Riverwalk Improvements in accordance with the construction contract ("**Bond**"). Upon commencement of any construction, Grantee shall diligently pursue the same to completion. Grantee shall make every good faith reasonable effort to coordinate construction activities to minimize the disruption to the Property. Grantee shall conduct such construction activities in compliance with all applicable laws, rules, regulations, permits, licenses, leases and approvals.

5. Maintenance, Repair and Replacement. At its own cost and expense, Grantee will maintain, repair and replace the Riverwalk Improvements within the Adjacent Riverwalk, all in accordance with the design originally approved by Grantor or as otherwise approved by Grantor and Grantee, and keep them in a state of good repair, safe condition and a reasonably attractive manner and in compliance with all applicable laws, rules, regulations, permits, licenses, leases and approvals. Grantee shall make every good faith reasonable effort to coordinate maintenance, repair and replacement activities with Grantor in an effort to minimize the disruption to the Property and the activities of Grantor to be conducted thereon. Grantee shall endeavor to conduct all maintenance, repair and replacement activities from either (a) the "water side" of the Adjacent Riverwalk (i.e., not from the Construction and Maintenance Easement Area, but from New River); or (b) through public rights-of-way or other entry points located outside the Property; provided that if such maintenance, repair or replacement activities cannot be practicably performed within (a) or (b) above, then such activities may be performed by Grantee through the Construction and Maintenance Easement Area.

6. Default; Indemnification.

a. In the event Grantee fails to perform any of its obligations hereunder or otherwise breaches any of the terms, covenants, restrictions or conditions hereof, and Grantee fails to cure such default within forty-five (45) days following written notice thereof by Grantor (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 45-day period, Grantee commences such cure within such 45-day period and thereafter diligently prosecutes such cure to completion), Grantor shall be entitled to bring the appropriate actions against Grantee seeking the appropriate full and adequate relief.

b. If Grantee fails to commence to cure a breach of this Easement within the first thirty (30) days of the forty-five (45) day period set forth in Section 6(a) above and Grantee has not provided written notice to Grantor that either (i) Grantee, in its reasonable discretion, needs additional time to cure; or (ii) Grantee, in its reasonable discretion, disagrees with Grantor's assertion that a default has occurred; then Grantor shall have the right to perform such obligation



contained in this Easement on behalf of Grantee and be reimbursed by Grantee upon demand for the reasonable costs thereof. Notwithstanding the foregoing, in the event of an emergency, Grantor may immediately perform the obligations of Grantee on behalf of Grantee and be reimbursed by Grantee upon demand for the reasonable cost thereof.

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

7. **Reservation of Use.** There is hereby reserved to Grantor, its successors and assigns, (i) the right of ingress and egress across, through and into, above and below the Adjacent Riverwalk and Easement Areas by Grantor, its successors, assigns, guests, invitees and persons doing business with Grantor, (ii) the use of the Adjacent Riverwalk and Easement Areas for underground installation and maintenance of facilities for utilities, (iii) the exclusive use of the waterfront abutting the Adjacent Riverwalk, including, without limitation, for Grantor's docking purposes (it being agreed that neither Grantee nor the public shall have any rights of dockage at or along the Adjacent Riverwalk, except that Grantor shall allow commercial water taxi or shuttle services that typically stop at other locations along the Riverwalk to temporarily load/unload passengers on the Adjacent Riverwalk at reasonable intervals and at reasonable times as may be established by Grantor from time to time in its sole discretion; and (iv) for other uses not inconsistent with the use of the Easement Areas and Adjacent Riverwalk. Any reservation of rights in favor of Grantor, its successors and assigns as set forth herein shall be non-exclusive (except as otherwise set forth in subsection (iii) above and shall not be exercised in such a manner as to unreasonably interfere with the easements granted to Grantee herein, including the Easement Areas and Adjacent Riverwalk. The Easements granted herein shall prevail and supersede over any conflicting use rights to the extent of incompatibility.

8. **Authorization.** The person executing this document on behalf of Grantor warrants his or her authority to do so, on behalf of Grantor, and that all persons necessary to bind Grantor have joined in this document. This document runs with the land in favor of Grantee. In no event shall this Easement be assigned by Grantee without the prior written consent of Grantor, which may be withheld in its sole and absolute discretion.

9. **Designation of Authority.** Grantor and Grantee shall use commercially reasonable efforts to cooperate with each other to obtain any and all necessary permits, licenses and approvals (including, without limitation, a submerged land lease(s) for the Adjacent Riverwalk, if necessary) required in connection with the construction of the Adjacent Riverwalk; provided, however, as to the Adjacent Riverwalk, notwithstanding any prior approval of the design of the Adjacent Riverwalk by Grantor pursuant to Section 4 hereof or as may be depicted on Exhibit E attached hereto, Grantee shall not submit or execute any permit applications or amendments, modifications or supplements thereto or any other related items required by any governmental agency, including, without limitation, the United States of America, the Army Corps of Engineers, the State of Florida, the Trustees of the Internal Improvement Fund, and any agency or subdivision of any of the foregoing, without the prior written consent of Grantor (and the final

issuance of any submerged lands lease(s) and any other related permits and approvals shall also be subject to the prior written consent of Grantor), which, in light of the overall purpose, intent and of establishing this segment of the Riverwalk Linear Park Easement rights herein, shall not unreasonably be withheld and Grantor shall be afforded the opportunity to participate in all discussions or meetings with any governmental agencies regarding the same. Grantor and Grantee agree that any submerged lands lease or leases recognize both (i) the public's easement rights under the Riverwalk Linear Park Easement and (ii) the Grantor's reserved right of private dockage.

10. Development Agreement. Notwithstanding anything herein to the contrary, Grantor and Grantee hereby acknowledge and agree that the Development Agreement between the City of Fort Lauderdale and Coolidge-South Markets Equities, L.P., a Delaware Limited Partnership bearing the date December 6, 2005 and a Memorandum of Agreement relating thereto having been recorded June 22, 2006 at Official Records Book 42269, Page 750 of the Public Records of Broward County, Florida (the "Development Agreement") between Grantor and Grantee shall remain in full force and effect between the parties.

11. Future Construction Activity. Grantor and Grantee each acknowledge and agree that the Property will be the subject of future construction and development activity by Grantor and that such future construction and development activity and maintenance and operations of the Property may, in the interests of public safety and in an effort to prevent personal injury or property damage, require, from time to time temporary closure of, or limited access to, the Easement Areas and Riverwalk Improvements. Grantor and Grantee agree to work in good faith with each other as to the timing and duration of such temporary closures. Prior to the commencement of and during construction and development activity by Grantor on the Property, Grantor shall comply with the insurance requirements of Grantee in effect as of such time.

12. Restoration. If, in carrying out its activities set forth in Section 4 and/or Section 5 of this Easement, Grantee damages any landscaping, structures, improvements or facilities located on the Property, then Grantee, at its sole cost and expense, shall promptly repair and/or restore such damaged areas to substantially the same condition as existed immediately prior to Grantee's activities. If, in carrying out its activities set forth in Section 11 of this Easement, Grantor damages any landscaping, structures, improvements or facilities located on the Adjacent Riverwalk, then Grantor, at its sole cost and expense, shall promptly repair and/or restore such damaged areas to substantially the same condition as existed immediately prior to Grantor's activities.

13. Public Use of Adjacent Riverwalk. Grantor acknowledges and agrees that the Adjacent Riverwalk is an integral component of and shall be used in a manner consistent with the Riverwalk Linear Park. Accordingly, the Riverwalk Easement Area (but not any dockage associated therewith) shall be held in trust by Grantee for the use and benefit of the public, subject to the provisions of Section §375.251(2)(a), Florida Statutes. Notwithstanding the foregoing, in no event shall the following uses be permitted at any time on or about the Adjacent Riverwalk: (a) any commercial activity or solicitations of any kind, unless Grantor has provided its prior written consent, which may be withheld in its sole and absolute discretion, provided however nothing herein is intended to prohibit a person from traversing through the Adjacent Riverwalk provided they do not engage in commercial activities or solicitation within the

Adjacent Riverwalk; (b) any unlawful or illegal activity; (c) any overnight use; and/or (d) any use which emits an unreasonable degree of obnoxious odor, noise, or sound or constitutes a nuisance to others using the Adjacent Riverwalk or the Property. Grantee shall be responsible for enforcing ordinances, rules and regulations for the Adjacent Riverwalk Area as components of the Riverwalk Linear Park system and consistent with the foregoing provision.

14. No Public Use of Construction Maintenance Easement Area. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Construction Maintenance Easement Area to the general public or for general public purposes whatsoever, it being the intention of the parties that the Construction Maintenance Easement Area shall be strictly limited to and for the purposes herein expressed.

TO HAVE AND TO HOLD the same unto the Grantee forever.

ABD

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:

WITNESSES:

GRANTOR:

[Signature]
Aracilla Davis
[Witness type or print name]

LOYCA PROPERTY OWNER LLC a
Delaware limited liability company

By [Signature]
Name: Patrick Campbell
Title: Vice President

[Signature]
Victoria Delgado
[Witness type or print name]

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged and subscribed before me on April 13th, 2015, by Patrick Campbell, as Vice President of LOYCA PROPERTY OWNER LLC, a Delaware limited liability company, who is personally known to me or who has produced identification _____ and who did did not take an oath.

SEAL



[Signature]
Print Name: Susie Perez
Commission Expires: MAY 9, 2016

[Handwritten initials]

GRANTEE:

WITNESSES:

CITY OF FORT LAUDERDALE

Robert B. Dunkel

ROBERT B. DUNKEL
[Witness type or print name]

Jonda K. Joseph
JONDA K. JOSEPH

[Witness type or print name]



STATE OF FLORIDA:
COUNTY OF BROWARD:

By John P. Seiler
John P. "Jack" Seiler, Mayor

By Lee R. Feldman
Lee R. Feldman, City Manager

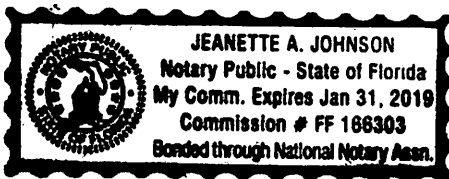
ATTEST:
Jonda K. Joseph
Jonda Joseph, City Clerk

Approved as to form:
Robert B. Dunkel
Robert B. Dunkel,
Assistant City Attorney

The foregoing instrument was acknowledged before me this 21st day of April, 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.

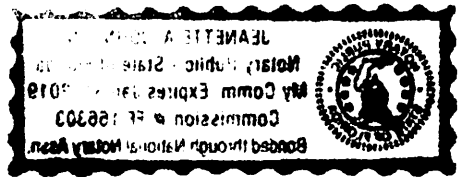
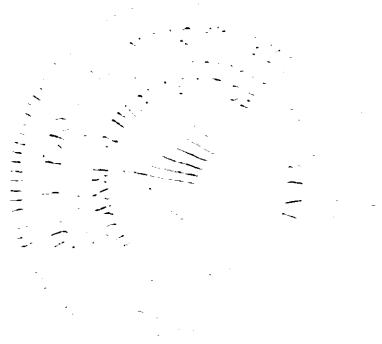
(SEAL)

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



Commission Number FF 166303

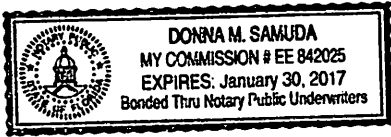
ABD



STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 20th day of April, 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)



Donna M. Samuda

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

DONNA M. SAMUDA

Name of Notary Typed,
Printed or Stamped

My Commission Expires:

January 30, 2017

Commission Number EE 84 2025

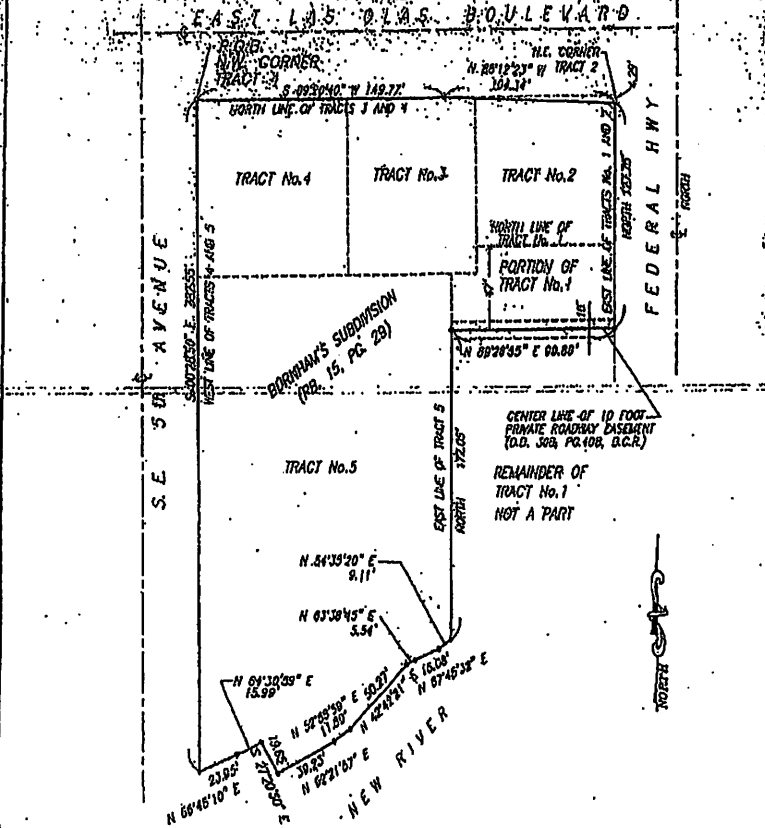
[EXHIBITS AND MORTGAGE SUBORDINATION AGREEMENT FOLLOWS]

Exhibit A – Legal Description of Property

QBD


SKETCH TO ACCOMPANY LEGAL DESCRIPTION

EXHIBIT "A"
PROPERTY



SCALE 1"=60'

SHEET 1 OF 2 SHEETS

	Schwabke-Shelton & Associates, Inc. LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 8240 CORPORATE BLVD - WILMINGTON, FL 33026 PHONE No. (854) 430-7010 FAX No. (854) 430-3285	REVISIONS _____ _____ _____ _____	
	ORDER NO. 302232 DATE: NOVEMBER 23, 2013 THIS IS NOT A "BOUNDARY SURVEY" CERTIFICATE OF AUTHORIZATION No. 18-07		PREPARED UNDER MY SUPERVISION _____ JOHN STEVEN JOHNSON, SR. & TREASURER FLORIDA PROFESSIONAL LAND SURVEYOR No. 1728
	EXHIBIT "A" Page 1 of 2		

Handwritten initials/signature

LEGAL DESCRIPTION TO ACCOMPANY SKETCH

**EXHIBIT A
PROPERTY**

TRACTS 4 AND 5 AND PORTIONS OF TRACTS 1, 2 AND 3 OF "BURNHAM'S SUBDIVISION", ACCORDING TO THE PLAN THEREOF AS RECORDED IN DEED BOOK 18 AT PAGE 29 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID TRACT 4; THENCE SOUTH 00 DEGREES 28 MINUTES 50 SECONDS EAST, ALONG THE WEST LINE OF SAID TRACTS 4 AND 5, FOR 382.55 FEET TO THE FACE OF AN EXISTING SEAWALL; THENCE NORTH 00 DEGREES 45 MINUTES 10 SECONDS EAST FOR 23.00 FEET; THENCE NORTH 64 DEGREES 30 MINUTES 30 SECONDS EAST FOR 15.00 FEET; THENCE SOUTH 87 DEGREES 20 MINUTES 50 SECONDS EAST FOR 10.00 FEET; THENCE NORTH 00 DEGREES 22 MINUTES 57 SECONDS EAST FOR 36.23 FEET; THENCE NORTH 62 DEGREES 35 MINUTES 50 SECONDS EAST FOR 11.00 FEET; THENCE NORTH 42 DEGREES 42 MINUTES 21 SECONDS EAST FOR 80.27 FEET; THENCE NORTH 83 DEGREES 38 MINUTES 45 SECONDS EAST FOR 5.54 FEET; THENCE NORTH 07 DEGREES 43 MINUTES 39 SECONDS EAST FOR 10.00 FEET; THENCE NORTH 54 DEGREES 35 MINUTES 20 SECONDS EAST FOR 0.11 FEET (THE LAST DESCRIBED BENE COURSES WERE ALONG THE FACE OF THE SAID EXISTING SEAWALL); THENCE NORTH, ALONG THE EAST LINE OF SAID TRACT 5, FOR 177.00 FEET; THENCE NORTH 69 DEGREES 20 MINUTES 35 SECONDS EAST, ALONG THE CENTERLINE OF A 10 FOOT PRIVATE ROADWAY EASEMENT AS RECORDED IN DEED BOOK 308, PAGE 408 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID CENTERLINE ALSO BEING PARALLEL WITH AND 47.00 FEET SOUTH OF THE NORTH LINE OF SAID TRACT 1; THENCE NORTH, ALONG THE EAST LINE OF SAID TRACTS 1 AND 2, FOR 127.75 FEET TO A POINT THAT IS 4.20 FEET SOUTH OF THE NORTHEAST CORNER OF SAID TRACT 2; THENCE NORTH 10 DEGREES 12 MINUTES 23 SECONDS WEST, FOR 104.34 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT 3; THENCE SOUTH 09 DEGREES 20 MINUTES 40 SECONDS WEST, ALONG THE NORTH LINE OF SAID TRACTS 3 AND 4 FOR 149.77 FEET TO THE POINT OF BEGINNING.

SUB-LEND-11110 AND BEING IN SECTION 10, TOWNSHIP 20 SOUTH, RANGE 12 EAST, BROWARD COUNTY, FLORIDA.

NOTES:

- 1) BEARINGS SHOWN HEREON ARE BASED UPON AN ASSUMED "NORTH", ALONG THE CENTERLINE OF FEDERAL HIGHWAY.
- 2) ORDERED BY: THE RELATED GROUP
- 3) AUTHENTIC COPIES OF THIS SKETCH AND LEGAL DESCRIPTION MUST BEAR THE EMBOSSED SEAL OF THE ATTESTING PROFESSIONAL LAND SURVEYOR.

LEGEND:

-c-	DENOTES CENTER LINE	PL	DENOTES PLAT BOOK
B.C.R.	DENOTES BROWARD COUNTY RECORDS	PG.	DENOTES PAGE
D.B.	DENOTES DEED BOOK	P.B.R.	DENOTES POINT OF BEGINNING

SHEET 2 OF 2 SHEETS


	Schuelke-Shahin & Associates, Inc. LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAY-BROWARD, FL 33028 PHONE No. (954)435-7010 FAX No. (954)438-3288 ORDER NO. 202222 PREPARED UNDER MY SUPERVISION DATE: NOVEMBER 25, 2013 THIS IS NOT A "BOUNDARY SURVEY" CERTIFICATE OF AUTHORIZATION NO. 18-01		MARK STEVEN JOHNSON DEED & TREASURER FLORIDA PROFESSIONAL LAND SURVEYOR No. 4972	REVISIONS _____ _____ _____ _____ _____

EXHIBIT "A"
Page 2 of 2

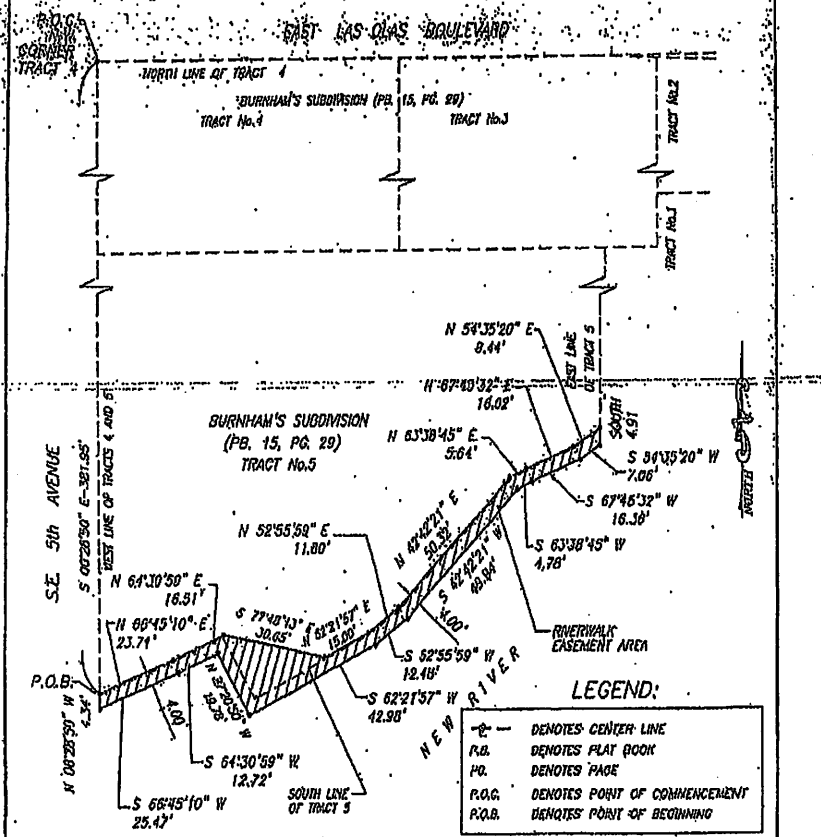


Exhibit B – Legal Description of Uplands Riverwalk Easement Area

GRD

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

EXHIBIT B - RIVERWALK BASEMENT AREA



SCALE 1"=30'

SHEET 1 OF 2 SHEETS

	<p><i>Schwabke Shubin & Associates, Inc.</i> LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAY-IRDAVAR, FL 33025 PHONE No. (884)438-7010 FAX No. (884)438-3288 ORDER No. 202732 DATE NOVEMBER 26, 2013 THIS IS NOT A "BOUNDARY SURVEY" CERTIFICATE OF AUTHORIZATION No. 18-9</p>	<p>PREPARED UNDER MY SUPERVISION: MARK STEVEN JOHNSON, SURVEYOR & TREASURER FL. LAND SURVEYOR No. 4778</p>
	<p>REVISIONS</p>	
	<p> </p>	
	<p> </p>	
	<p> </p>	

EXHIBIT "B"
Page 1 of 2

QBO

LEGAL DESCRIPTION TO ACCOMPANY SKETCH

EXHIBIT B - RIVERWALK EASEMENT AREA

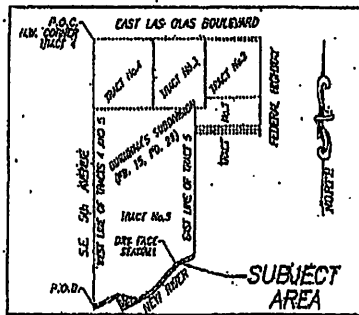
A PORTION OF TRACT 5 OF "BURNHAM'S SUBDIVISION" ACCORDING TO THE PLAN THEREOF AS RECORDED IN PLAT BOOK 18 AT PAGE 20 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND A PORTION OF SOVEREIGNTY SUBMERGED LAND IN SECTION 10, TOWNSHIP 50 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCES AT THE NORTHWEST CORNER OF TRACT 4, OF SAID PLAT OF "BURNHAM'S SUBDIVISION"; THENCE SOUTH 00 DEGREES 20 MINUTES 50 SECONDS EAST, ALONG THE WEST LINE OF SAID TRACTS 4 AND 5, FOR 381.83 FEET TO THE DAY LINE OF EXISTING SEABALL AND THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 45 MINUTES 10 SECONDS EAST FOR 53.71 FEET; THENCE NORTH 84 DEGREES 30 MINUTES 59 SECONDS EAST FOR 16.01 FEET, THE EAST TWO MENTIONED COURSES ALSO BEING PARALLEL WITH AND 0.85 FEET NORTHERLY OF THE SOUTH LINE OF SAID TRACT 6; THENCE SOUTH 72 DEGREES 40 MINUTES 13 SECONDS EAST FOR 30.85 FEET THENCE NORTH 62 DEGREES 21 MINUTES 57 SECONDS EAST FOR 19 FEET; THENCE NORTH 82 DEGREES 59 MINUTES 59 SECONDS EAST FOR 11.80 FEET; THENCE NORTH 42 DEGREES 14 MINUTES 21 SECONDS EAST FOR 80.32 FEET THENCE NORTH 63 DEGREES 30 MINUTES 49 SECONDS EAST FOR 5.04 FEET THENCE NORTH 67 DEGREES 45 MINUTES 32 SECONDS EAST FOR 16.02 FEET THENCE NORTH 54 DEGREES 36 MINUTES 20 SECONDS EAST FOR 9.44 FEET, THE LAST SIX MENTIONED COURSES ALSO BEING PARALLEL WITH AND 0.85 FEET NORTHERLY OF THE SOUTH LINE OF SAID TRACT 5; THENCE SOUTH, ALONG THE EAST LINE OF SAID TRACT 5, FOR 4.94 FEET; THENCE SOUTH 94 DEGREES 35 MINUTES 20 SECONDS WEST FOR A DISTANCE OF 7.06 FEET; THENCE SOUTH 67 DEGREES 48 MINUTES 32 SECONDS WEST FOR 16.36 FEET; THENCE SOUTH 63 DEGREES 38 MINUTES 45 SECONDS WEST FOR 4.78 FEET; THENCE SOUTH 42 DEGREES 42 MINUTES 21 SECONDS WEST, FOR 49.94 FEET; THENCE SOUTH 52 DEGREES 45 MINUTES 59 SECONDS WEST FOR 12.48 FEET; THENCE SOUTH 62 DEGREES 41 MINUTES 57 SECONDS WEST FOR 42.88 FEET; THENCE NORTH 89 DEGREES 20 MINUTES 50 SECONDS WEST FOR 19.70 FEET; THENCE SOUTH 84 DEGREES 30 MINUTES 59 SECONDS WEST FOR 12.72 FEET; THENCE SOUTH 88 DEGREES 45 MINUTES 10 SECONDS WEST FOR 25.47 FEET, THE LAST NINE MENTIONED COURSES ALSO BEING PARALLEL WITH AND 3.45 FEET SOUTHERLY OF THE SOUTH LINE OF SAID TRACT 6; THENCE NORTH 00 DEGREES 20 MINUTES 50 SECONDS WEST FOR 4.34 FEET TO THE POINT OF BEGINNING.

SAID LAND LYING AND BEING IN SECTION 10, TOWNSHIP 50 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA.

NOTES:

- 1) BEARINGS SHOWN HEREON ARE BASED UPON AN ASSUMED "NORTH", ALONG THE CENTERLINE OF FEDERAL HIGHWAY.
- 2) ORDERED BY: THE RELATED ORDER.
- 3) AUTHENTIC COPIES OF THIS SKETCH AND LEGAL DESCRIPTION MUST BEAR THE EMBOSSED SEAL OF THE ATTESTING PROFESSIONAL LAND SURVEYOR.



LOCATION MAP
A PORTION OF SECTION 10,
TOWNSHIP 50 SOUTH,
RANGE 42 EAST
NOT TO SCALE

SHEET 2 OF 2 SHEETS

	Schwabke-Shelton & Associates, Inc.		REVISIONS
	LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAY-MIRAMAR, FL 33025		
	PHONE No. (984)438-7010	FAX No. (984)438-3488	
	ORDER NO. 202232	DATE: NOVEMBER 28, 2013	
THIS IS NOT A "BOUNDARY SURVEY"			
CERTIFICATE OF AUTHORIZATION No. 19-97		MARK STEVEN JOHNSON, R.S. & T.R.S. FLORIDA PROFESSIONAL LAND SURVEYOR No. 4778	

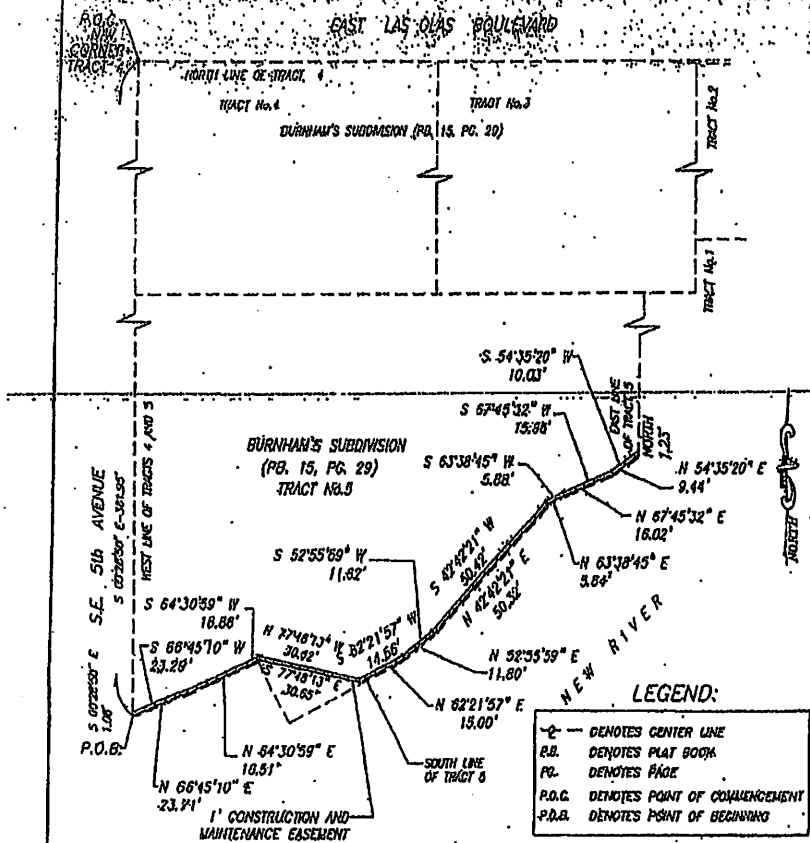
EXHIBIT "B"
Page 2 of 2

Handwritten signature/initials

Exhibit C – Legal Description of Construction and Maintenance Easement Area

ABD

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
 EXHIBIT C-CONSTRUCTION AND MAINTENANCE EASEMENT AREA



LEGEND:

—○—	DENOTES CENTER LINE
R.B.	DENOTES PLAT BOOK
P.G.	DENOTES PAGE
P.O.C.	DENOTES POINT OF COMMENCEMENT
P.O.B.	DENOTES POINT OF BEGINNING

SCALE 1"=30'

SHEET 1 OF 2 SHEETS

Saharke-Shahin & Associates, Inc.
 LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAY-MIRAMAR, FL 33026
 PHONE No. (954)435-7010 FAX No. (954)438-3288
 ORDER NO. 202232 DATE: NOVEMBER 20, 2013
 PREPARED UNDER MY SUPERVISION
 THIS IS NOT A "BOUNDARY SURVEY"
 AUTHORITY OF REGISTRATION NO. 12345
 MARK STEIN JOHNSON, CEO & TREASURER
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4775

REVISIONS

EXHIBIT "C"
 Page 1 of 2

ASD

LEGAL DESCRIPTION TO ACCOMPANY SKETCH
EXHIBIT C-CONSTRUCTION AND MAINTENANCE EASEMENT AREA

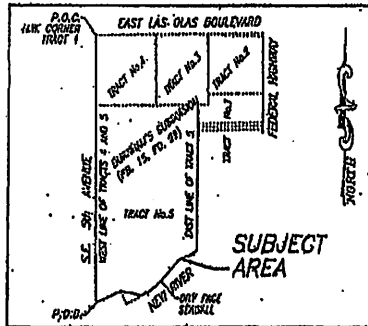
A PORTION OF TRACT 5 OF "BUDHMAN'S SUBDIVISION", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15 AT PAGE 24 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF TRACT 4 OF SAID PLAT OF "BUDHMAN'S SUBDIVISION"; THENCE SOUTH 00 DEGREES 20 MINUTES 50 SECONDS EAST, ALONG THE WEST LINE OF SAID TRACTS 4 AND 5, FOR 301.85 FEET TO THE "DRY" FACE OF EXISTING SIGNAL AND THE POINT OF BEGINNING; THENCE NORTH 60 DEGREES 45 MINUTES 10 SECONDS EAST FOR 23.74 FEET; THENCE NORTH 64 DEGREES 30 MINUTES 59 SECONDS EAST FOR 18.01 FEET; THE LAST TWO MENTIONED COURSES ALSO BEING PARALLEL WITH AND 0.55 FEET NORTHERLY OF THE SOUTH LINE OF SAID TRACT 5; THENCE SOUTH 77 DEGREES 40 MINUTES 13 SECONDS EAST FOR 30.85 FEET; THENCE NORTH 02 DEGREES 21 MINUTES 37 SECONDS EAST FOR 18.00 FEET; THENCE NORTH 52 DEGREES 55 MINUTES 59 SECONDS EAST FOR 11.60 FEET; THENCE NORTH 42 DEGREES 42 MINUTES 21 SECONDS EAST FOR 50.32 FEET; THENCE NORTH 63 DEGREES 30 MINUTES 45 SECONDS EAST FOR 5.64 FEET; THENCE NORTH 67 DEGREES 45 MINUTES 32 SECONDS EAST FOR 16.02 FEET; THENCE NORTH 54 DEGREES 35 MINUTES 20 SECONDS EAST FOR 9.44 FEET; THE LAST SIX MENTIONED COURSES ALSO BEING PARALLEL WITH AND 0.55 FEET NORTHERLY OF THE SOUTH LINE OF SAID TRACT 5; THENCE NORTH ALONG THE EAST LINE OF SAID TRACT 8 FOR 1.23 FEET; THENCE SOUTH 54 DEGREES 35 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 10.03 FEET; THENCE SOUTH 67 DEGREES 45 MINUTES 32 SECONDS WEST FOR 15.90 FEET; THENCE SOUTH 63 DEGREES 38 MINUTES 43 SECONDS WEST FOR 8.08 FEET; THENCE SOUTH 48 DEGREES 42 MINUTES 21 SECONDS WEST FOR 50.42 FEET; THENCE SOUTH 52 DEGREES 05 MINUTES 50 SECONDS WEST FOR 11.62 FEET; THENCE SOUTH 40 DEGREES 21 MINUTES 57 SECONDS WEST FOR 14.54 FEET; THE LAST SIX MENTIONED COURSES ALSO BEING PARALLEL WITH AND 1.55 FEET NORTHERLY OF THE SOUTH LINE OF SAID TRACT 5; THENCE NORTH 27 DEGREES 41 MINUTES 13 SECONDS WEST FOR 30.82 FEET; THENCE SOUTH 64 DEGREES 30 MINUTES 50 SECONDS WEST FOR 18.00 FEET; THENCE SOUTH 60 DEGREES 45 MINUTES 10 SECONDS WEST FOR 23.29 FEET; THE LAST TWO MENTIONED COURSES ALSO BEING PARALLEL WITH AND 1.55 FEET NORTHERLY OF THE SOUTH LINE OF SAID TRACT 5; THENCE SOUTH 00 DEGREES 20 MINUTES 50 SECONDS WEST FOR 1.00 FEET TO THE POINT OF BEGINNING.

SAID "DRY SIGNAL" AND "DRY" IN SECTION 10, TOWNSHIP 50 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA.

NOTES:

- 1) BEARINGS SHOWN HEREON ARE BASED UPON AN ASSUMED "NORTH", ALONG THE CENTERLINE OF FEDERAL HIGHWAY.
- 2) ORDERED BY: THE RELATED GROUP
- 3) AUTHENTIC COPIES OF THIS SKETCH AND LEGAL DESCRIPTION MUST BEAR THE CROSSSED SEAL OF THE ATTESTING PROFESSIONAL LAND SURVEYOR.



LOCATION MAP

A PORTION OF SECTION 10,
TOWNSHIP 50 SOUTH,
RANGE 42 EAST
NOT TO SCALE

SHEET 2 OF 2 SHEETS


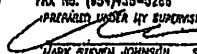
	Salvatore-Siskin & Associates, Inc.		REVISIONS		
	LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAY-MIAMI, FL 33025 PHONE No. (305) 435-7010 FAX No. (305) 438-3288				
ORDER NO. 202232 DATE: NOVEMBER 28, 2013		PREPARED UNDER MY SUPERVISION: 			
THIS IS NOT A "BOUNDARY SURVEY" CERTIFICATE OF AUTHORIZATION No. 718-07		MARK STEVEN JOHNSON, SECY & TREASURER License No. 718-07			

EXHIBIT "C"
Page 2 of 2

Handwritten initials: JBB

EXHIBIT D - Matters of Record

1. Taxes and assessments for the year 2014 and subsequent years, which are not yet due and payable.
2. Any claim that any portion of the insured land is sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands accreted to such land.
3. Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.
4. Easement to Florida Power & Light Company dated August 3, 1965 and recorded September 13, 1965 recorded in Official Records Book 3081, Page 69.
5. Terms and provisions of the Consent Final Judgment in case No. 00-10449-09 recorded November 24, 2004 recorded in Official Records Book 38596, Page 1450.
6. Perpetual Easement and right of way for driveway purposes reserved in the Deed recorded in Deed Book 308, Page 408.
7. Memorandum of Development Agreement recorded June 22, 2006 recorded in Official Records Book 42269, Page 750.
8. Resolution No. 07-111 by the City of Fort Lauderdale recorded July 27, 2007 recorded in Official Records Book 44388, Page 892.
9. Intentionally Deleted.
10. Any and all rights of the United States of America over artificially filled lands in what were formerly navigable waters, arising by reason of the United States of America's control over navigable waters in the interest of navigation and commerce, and any conditions contained in any permit authorizing the filling in of such areas.
11. Easement in favor of Florida Power & Light Company recorded February 11, 2015 under Instrument No. 2015112804640.

QBD

EXHIBIT E - Legal Description of Submerged Riverwalk Easement Area

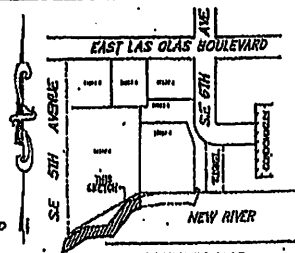
QBD



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) 763-7616

SKETCH AND DESCRIPTION
A PORTION OF TRACT 5,
BURNHAM'S SUBDIVISION
PROPOSED 20' DOCK
AND SEAWALL AREA
SHEET 1 OF 2 SHEETS



LEGAL DESCRIPTION:

A portion of New River in Section 10, Township 50 South, Range 42 East, Broward County Florida, South of and adjacent to S.E. 5th Avenue and Tract 5, BURNHAM'S SUBDIVISION, according to the plat thereof as recorded in Plat Book 15, Page 29, of the public records of Broward County, Florida, more fully described described as follows:

Commencing at the Northwest corner of Tract 4, of said BURNHAM'S SUBDIVISION; thence South 00°27'40" East, on the West line of Tracts 4 and 5 and Southerly extension thereof; a distance of 390.95 feet to the Point of Beginning; thence South 61°39'48" West, a distance of 4.06 feet; thence South 13°54'27" West, a distance of 27.02 feet; thence North 61°39'48" East, a distance of 61.09 feet; thence North 86°28'12" East, a distance of 53.22 feet; thence North 39°44'05" East, a distance of 80.33 feet; thence North 88°29'02" East, a distance of 17.21 feet; thence North 00°00'00" East, on the Southerly extension of the East line of said Tract 5, a distance of 20.93; thence South 33°08'57" West, a distance of 7.99 feet; thence South 70°47'49" West, a distance of 21.23 feet; thence South 39°44'05" West, a distance of 58.21 feet; thence South 86°28'12" West, a distance of 48.08 feet; thence South 61°39'48" West, a distance of 43.26 feet to the Point of Beginning.

Said land situate lying and being in the City of Fort Lauderdale, Florida, and containing 3,736 square feet or 0.0858 acres more or less.

CERTIFICATION

Certified Correct, Dated at Fort Lauderdale, Florida this 14th day of April, 2014.

McLAUGHLIN ENGINEERING COMPANY
 [Signature]
 RYLAND A. McLAUGHLIN
 Registered Land Surveyor No. 3269
 State of Florida.

NOTES

- 1) This sketch reflects all easements and rights-of-way or those as shown referenced record plat(s). The subject property was not photographed for other easements and restrictions 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 recited with an endorsed surveyors seal.
- 4) THIS IS NOT A BOUNDARY SURVEY.
- 5) Distance shown across the the West line of said Tract 4 & 5, as South 00°27'40" East.

FIELD BOOK NO. _____

DRAWN BY: JUMP

JOB ORDER NO. U-0725 (1-9147)

CHECKED BY: _____

REF. DIV.: 13-2-

01/JULY/2014/UB285

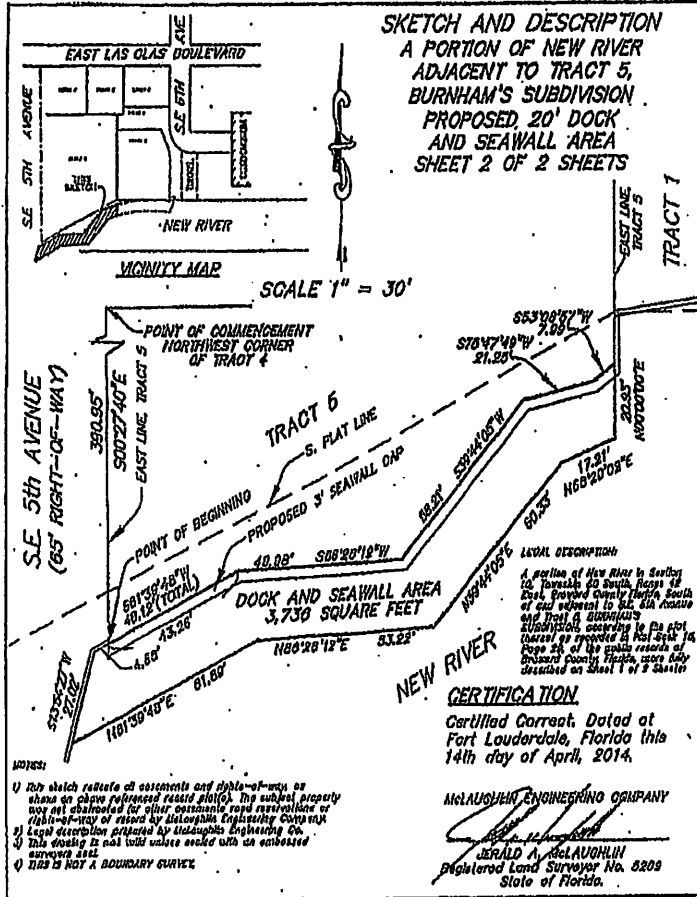
EXHIBIT "E"
 Sheet 1 of 2

[Handwritten signature]



McLAUGHLIN ENGINEERING COMPANY
LB#285

ENGINEERING • SURVEYING • PLATTING • LAND PLANNING
400 N.E. 3rd AVENUE FORT LAUDERDALE, FLORIDA
33301 PHONE (954) 763-7811 • FAX (954) 763-7814



FIELD BOOK NO. _____
JOB ORDER NO. U-8725, 11/21/14
REF. DWG.: 13-2-

DRAWN BY: JAMP
CHECKED BY: _____
C:\JAMP\2014\U8725

EXHIBIT "E"
Sheet 2 of 2

Handwritten signature



OWNER'S POLICY OF TITLE INSURANCE

Issued by
Chicago Title Insurance Company

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, CHICAGO TITLE INSURANCE COMPANY, a Nebraska corporation, (the "Company") insures, as of Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection

if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or



(b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records

- (i) to be timely, or
- (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.



In Witness Whereof, CHICAGO TITLE INSURANCE COMPANY, has caused this policy to be signed and sealed as of Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory of the Company.

5908FL 4700351
Gunster, Yoakley & Stewart, PA
450 E Las Olas Blvd, Ste 1400
Fort Lauderdale, FL 33301
Tel: (954) 462-2000
Fax: (954) 532-1722

CHICAGO TITLE INSURANCE COMPANY

By:




 ATTEST President

Secretary

Countersigned: 

Authorized Signatory



EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters

- (a) created, suffered, assumed, or agreed to by the Insured Claimant;
- (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
- (c) resulting in no loss or damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy; or
- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the

Insured named in Schedule A for estate planning purposes.

- (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance. To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
 - (i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and

expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

- (ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
 - (i) the Amount of Insurance; or
 - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
 - (i) the Amount of Insurance shall be increased by 10%, and
 - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of a controversy or claim. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the Land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim whether or not based on negligence shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.
- (b) Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (c) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at Chicago Title Insurance Company, Attn: Claims Department, P.O. Box 45023, Jacksonville, FL 32232-5023.

**POLICY OF TITLE INSURANCE
SCHEDULE A**
Chicago Title Insurance Company

Policy Number: 5908-2-4700351-2015.7230609-93651825

Order Number: 4700351
Customer Reference: 21334.00001

Amount of Insurance: \$600,000.00
Premium: \$1,830.00

Address Reference: 500 E. Las Olas Blvd.
Fort Lauderdale, FL
(for informational purposes only)

Date of Policy: April 23, 2015 @ 01:33:34 PM

1. **Name of Insured:** City of Fort Lauderdale, Florida, a municipal corporation of Florida
2. **The estate or interest in the Land that is insured by this policy is:**
Easement
3. **Title is vested in:** Loyca Property Owner LLC, a Delaware limited liability company
4. **The land referred to in this policy is described in Exhibit A attached hereto and made part hereof.**

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED

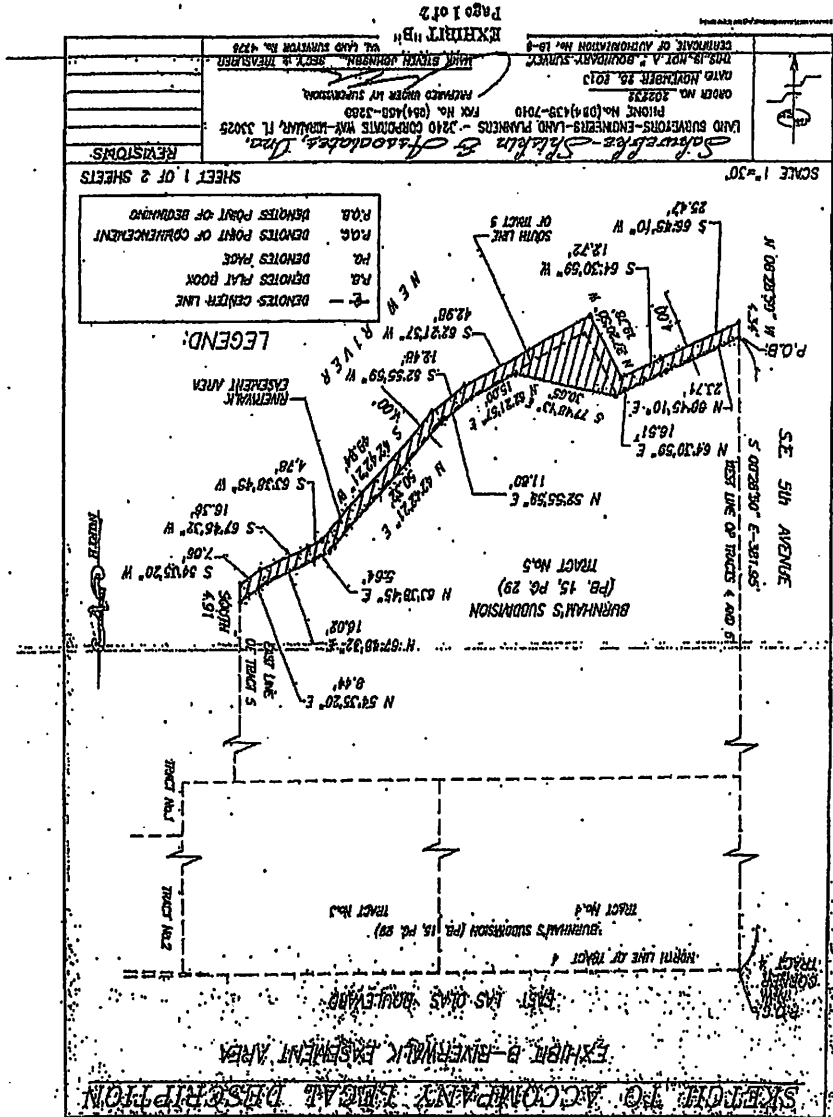
EXHIBIT A

See Exhibit B and Exhibit C from Riverwalk Linear Park Easement attached hereto and made a part hereof.

Exhibit B – Legal Description of Uplands Riverwalk Easement Area

ABD

Handwritten scribble in the top left corner.



LEGAL DESCRIPTION TO ACCOMPANY SKETCH

EXHIBIT B - RIVERWALK EASEMENT AREA

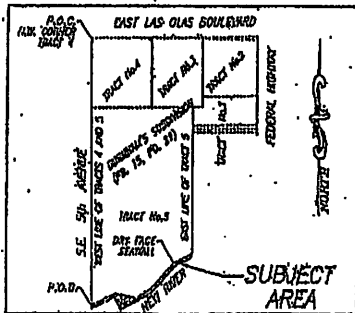
A PORTION OF TRACT 5 OF "BURNHAM'S SUBDIVISION" ACCORDING TO THE PLAN THEREOF AS RECORDED IN PLAT BOOK 16, PAGE 29 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND A PORTION OF SOVEREIGNTY SUBMERGED LAND IN SECTION 10, TOWNSHIP 50 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COURSES AT THE NORTHWEST CORNER OF TRACT 4, OF SAID PLAT OF "BURNHAM'S SUBDIVISION", THENCE SOUTH 00 DEGREES 20 MINUTES 50 SECONDS EAST, ALONG THE WEST LINE OF SAID TRACTS 4 AND 5, FOR 301.85 FEET TO THE DIVISION OF EXISTING SEAWALL AND THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 45 MINUTES 10 SECONDS EAST FOR 507.71 FEET; THENCE NORTH 64 DEGREES 30 MINUTES 59 SECONDS EAST FOR 16.01 FEET, THE EAST TWO MENTIONED COURSES ALSO BEING PARALLEL WITH AND 0.85 FEET NORTHERLY OF THE SOUTH LINE OF SAID TRACT 6; THENCE SOUTH 72 DEGREES 49 MINUTES 13 SECONDS EAST FOR 30.85 FEET; THENCE NORTH 82 DEGREES 21 MINUTES 57 SECONDS EAST FOR 12 FEET; THENCE NORTH 22 DEGREES 35 MINUTES 59 SECONDS EAST FOR 11.80 FEET; THENCE NORTH 42 DEGREES 42 MINUTES 21 SECONDS EAST FOR 28.12 FEET; THENCE NORTH 63 DEGREES 30 MINUTES 45 SECONDS EAST FOR 9.04 FEET; THENCE NORTH 67 DEGREES 45 MINUTES 32 SECONDS EAST FOR 18.02 FEET; THENCE NORTH 54 DEGREES 35 FEET NORTHERLY OF THE SOUTH LINE OF SAID TRACT 5; THENCE SOUTH, ALONG THE EAST LINE OF SAID TRACT 5, FOR 4.84 FEET; THENCE SOUTH 84 DEGREES 35 MINUTES 20 SECONDS WEST FOR A DISTANCE OF 7.06 FEET; THENCE SOUTH 87 DEGREES 48 MINUTES 32 SECONDS WEST FOR 18.35 FEET; THENCE SOUTH 83 DEGREES 30 MINUTES 48 SECONDS WEST FOR 4.78 FEET; THENCE SOUTH 42 DEGREES 42 MINUTES 21 SECONDS WEST, FOR 49.94 FEET; THENCE SOUTH 52 DEGREES 48 MINUTES 50 SECONDS WEST FOR 12.10 FEET; THENCE SOUTH 82 DEGREES 41 MINUTES 07 SECONDS WEST FOR 42.88 FEET; THENCE NORTH 89 DEGREES 20 MINUTES 00 SECONDS EAST FOR 18.70 FEET; THENCE SOUTH 84 DEGREES 30 MINUTES 50 SECONDS WEST FOR 12.72 FEET; THENCE SOUTH 88 DEGREES 45 MINUTES 10 SECONDS WEST FOR 25.47 FEET, THE LAST ASHIE MENTIONED COURSES ALSO BEING PARALLEL WITH AND 3.10 FEET SOUTHERLY OF THE SOUTH LINE OF SAID TRACT 6; THENCE NORTH 00 DEGREES 20 MINUTES 50 SECONDS WEST FOR 4.34 FEET TO THE POINT OF BEGINNING.

SAID LAND LYING AND BEING IN SECTION 10, TOWNSHIP 50 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA.

NOTES:

- 1) BEARINGS SHOWN HEREON ARE BASED UPON AN ASSUMED "NORTH", ALONG THE CENTERLINE OF FEDERAL HIGHWAY.
- 2) ORDERED BY THE RELATED GROUP.
- 3) AUTHENTIC COPIES OF THIS SKETCH AND LEGAL DESCRIPTION MUST BEAR THE EMBOSSED SEAL OF THE ATTESTING PROFESSIONAL LAND SURVEYOR.



LOCATION MAP
A PORTION OF SECTION 10,
TOWNSHIP 50 SOUTH,
RANGE 42 EAST
NOT TO SCALE

SHEET 2 OF 2 SHEETS

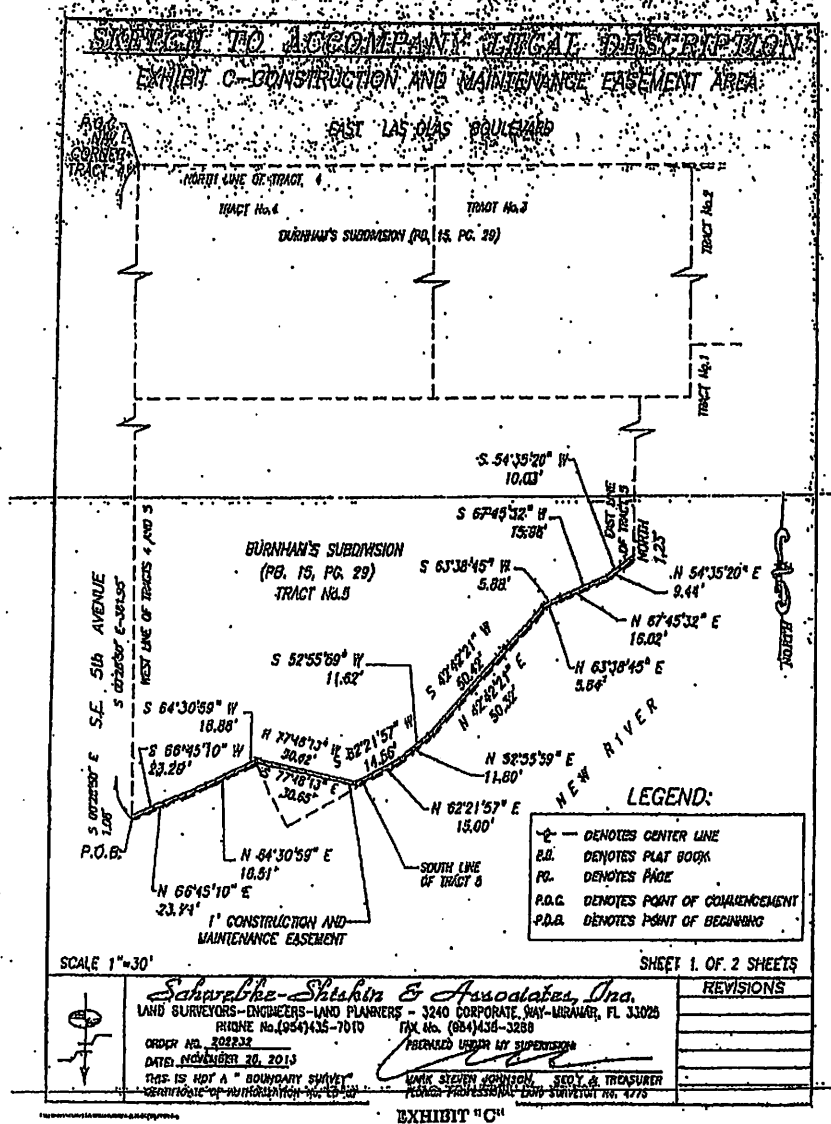
	Schwabka-Shickler & Associates, Inc. LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAY-MIRAMAR, FL 33026 PHONE No. (954) 433-7010 FAX No. (954) 433-3258	<table border="1"> <thead> <tr> <th>REVISIONS</th> </tr> </thead> <tbody> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> </tbody> </table>	REVISIONS										
	REVISIONS												
ORDER No. 209232 DATE, NOVEMBER 25, 2013 THIS IS NOT A "BOUNDARY SURVEY" CERTIFICATE OF AUTHORIZATION No. 19-97	PREPARED UNDER MY SUPERVISION LAND SURVEYOR FLORIDA PROFESSIONAL LAND SURVEYOR No. 4778												

EXHIBIT "B"
Page 2 of 2

(Handwritten initials)

Exhibit C – Legal Description of Construction and Maintenance Easement Area

ABD



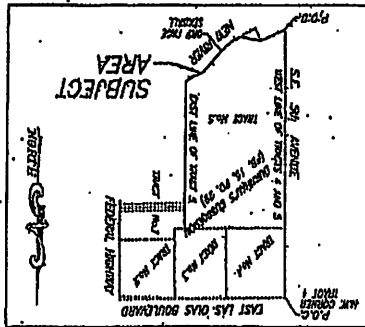
Handwritten initials/signature

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Page 2 of 2

<p>EXHIBIT "C"</p> <p>THIS IS NOT A BOUNDARY SURVEY DATE: NOVEMBER 29, 2012 ORDER NO. 2012-11</p> <p>LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3210 CORPORATE WY.-MIRAMAR, FL 33025 PHONE NO. (954) 983-7010 FAX NO. (954) 983-0288 PARTNER: JOHN W. BROWN <i>John W. Brown</i></p> <p>Surveyors: Shilpa & Associates, Ltd.</p>	<p>DATE: NOVEMBER 29, 2012 ORDER NO. 2012-11</p> <p>THIS IS NOT A BOUNDARY SURVEY DATE: NOVEMBER 29, 2012 ORDER NO. 2012-11</p>
<p>REVISIONS</p>	

SHEET 2 OF 2 SHEETS



LOCATION MAP
A PORTION OF SECTION 10,
TOWNSHIP 30 SOUTH,
RANGE 42 EAST
NOT TO SCALE

- NOTES:
- 1) BEARS SHOWN HEREON ARE BASED UPON AN ASSUMED NORTH, ALONG THE CENTRELINE OF FEDERAL HIGHWAY.
 - 2) ORDERED BY THE RELATED GROUP.
 - 3) AUTHENTIC COPIES OF THIS SKETCH AND LEGAL DESCRIPTION MUST BEAR THE CROSSED SEAL OF THE ATTENDING PROFESSIONAL LAND SURVEYOR.

SUBJECT AREA TRACT 20, TOWNSHIP 30 SOUTH, RANGE 42 EAST, TOWNSHIP 30 SOUTH, FLORIDA.

LEGAL DESCRIPTION TO ACCOMPANY SKETCH

EXHIBIT C-CONSTRUCTION AND MAINTENANCE EASEMENT AREA

A PORTION OF TRACT 5 OF BROWN'S SUBDIVISION, ACCORDING TO THE PLAN THEREOF AS RECORDED IN PLAT BOOK 15 PAGE 88 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF TRACT 4 OF SAID PLAT OF BROWN'S SUBDIVISION, THENCE SOUTH 00 DEGREES 20 MINUTES 30 SECONDS EAST, ALONG THE WEST LINE OF SAID TRACT 4 AND, FOR 201.66 FEET TO THE POINT OF BEGINNING; THENCE NORTH 66 DEGREES 49 MINUTES 40 SECONDS EAST, FOR 14.51 FEET; THE LAST TWO MENTIONED COURSES ALSO BEING PARALLEL WITH AND 0.55 FEET NORTHERLY OF THE SPLIT LINE OF SAID TRACT 5; THENCE SOUTH 77 DEGREES 48 MINUTES 13 SECONDS EAST FOR 10.88 FEET; THENCE NORTH 62 DEGREES 21 MINUTES 57 SECONDS EAST FOR 14.00 FEET; THENCE NORTH 42 DEGREES 42 MINUTES 21 SECONDS EAST FOR 50.32 FEET; THENCE NORTH 64 DEGREES 21 MINUTES 21 SECONDS EAST FOR 67.44 FEET; THE LAST TWO MENTIONED COURSES ALSO BEING PARALLEL WITH AND 0.55 FEET NORTHERLY OF THE SOUTH LINE OF SAID TRACT 8, FOR 1.07 FEET; THENCE SOUTH 64 DEGREES 39 MINUTES 39 SECONDS WEST FOR A DISTANCE OF 10.03 FEET; THENCE SOUTH 07 DEGREES 49 MINUTES 27 SECONDS WEST FOR 19.98 FEET; THENCE SOUTH 63 DEGREES 38 MINUTES 45 SECONDS WEST FOR 4.00 FEET; THENCE SOUTH 42 DEGREES 42 MINUTES 21 SECONDS WEST FOR 50.32 FEET; THENCE SOUTH 64 DEGREES 21 MINUTES 21 SECONDS WEST FOR 67.44 FEET; THE LAST TWO MENTIONED COURSES ALSO BEING PARALLEL WITH AND 1.55 FEET NORTHERLY OF THE SOUTH LINE OF SAID TRACT 5; THENCE NORTH 27 DEGREES 40 MINUTES 13 SECONDS WEST FOR 30.82 FEET; THENCE SOUTH 64 DEGREES 30 MINUTES 10 SECONDS WEST FOR 18.88 FEET; THENCE SOUTH 66 DEGREES 45 MINUTES 10 SECONDS WEST FOR 30.82 FEET; THENCE SOUTH 64 DEGREES 30 MINUTES 10 SECONDS WEST FOR 18.88 FEET; THE LAST TWO MENTIONED COURSES ALSO BEING PARALLEL WITH AND 1.55 FEET NORTHERLY OF THE SOUTH LINE OF SAID TRACT 5; THENCE SOUTH 00 DEGREES 20 MINUTES 30 SECONDS WEST FOR 1.00 FEET TO THE POINT OF BEGINNING.

**SCHEDULE B
EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Taxes and assessments for the year 2015 and subsequent years, which are not yet due and payable.
2. Easements, claims of easements, boundary line disputes, overlaps, encroachments or other matters not shown by the public records which would be disclosed by an accurate survey of the Land.
3. Rights or claims of parties in possession not shown by the public records.
4. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Any claim that any portion of the insured land is sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands accreted to such land.
6. Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.
7. Any outstanding assessments in favor of Broward County, Florida, any special taxing district and any municipality.
8. Easement to Florida Power & Light Company dated August 3, 1965 and recorded September 13, 1965 recorded in Official Records Book 3081, Page 69.
9. Terms and provisions of the Consent Final Judgement in case No. 00-10449-09 recorded November 24, 2004 recorded in Official Records Book 38596, Page 1450.
10. Perpetual Easement and right of way for driveway purposes reserved in the Deed recorded in Deed Book 308, Page 408.
11. Memorandum of Development Agreement recorded June 22, 2006 recorded in Official Records Book 42269, Page 750.
12. Resolution No. 07-111 by the City of Fort Lauderdale recorded July 27, 2007 recorded in Official Records Book 44388, Page 892.
13. Terms and conditions of that Riverwalk Linear Park Easement in favor of the City of Fort Lauderdale, Florida recorded April 23, 2015 under Instrument #112945241.
14. Any and all rights of the United States of America over artificially filled lands in what were formerly navigable waters, arising by reason of the United States of America's control over navigable waters in the interest of navigation and commerce, and any conditions contained in any permit authorizing the filling in of such areas.
15. Easement in favor of Florida Power & Light Company recorded February 11, 2015 under Instrument No. 2015112804640.

**SCHEDULE B
EXCEPTIONS FROM COVERAGE**

NOTE: All recording references in this commitment/policy shall refer to the public records of Broward County, Florida, unless otherwise noted.

NOTE: In accordance with Florida Statutes section 627.4131, please be advised that the insured hereunder may present inquiries, obtain information about coverage, or receive assistance in resolving complaints, by contacting Chicago Title Insurance Company, 13800 NW 14th Street , Suite 190, Sunrise, FL 33323; Telephone 954-217-1744.