

DOCUMENT ROUTING FORM

PO ✓ 7/3/14 (L)

NAME OF DOCUMENT: EASEMENTS / RIVERWALK LINEAR PARK

- (1) ~~LAS OLAS YACHT CLUB ASSOCIATES, LTD.~~
- (2) ~~THE STRANAHAN HOUSE, INC.~~

Stranahan House
xx pending 6/11

Approved Comm. Mtg. on May 6, 2014

CAR#14-0074

ITEM: CR -4 PH - O - R -

Routing Origin: CAO ENG. COMM. DEV. OTHER

Also attached: copy of CAR copy of document ACM Form # _____ originals

By: _____ forwarded to: _____
Initials

1.) Approved as to Content: _____
Department Director

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

Please Check the proper box: CIP FUNDED YES NO
Capital Improvement Projects

2.) Approved as to Funds Available: by _____ Date: 5/17/14
Finance Director

Amount Required by Contract/Agreement \$ 20.00 Dept./Div. PKR | 10

FUNDING SOURCE: Index/Sub-object 001-PKR100101-3216 Project # _____

3.) City Attorney's Office: Approved as to Form # _____ Originals to City Mgr. By: _____

Cynthia Everett	_____	Cole Copertino	_____	Robert B. Dunckel	<u>XX [Signature]</u>
Ginger Wald	_____	D'Wayne Spence	_____	Paul G. Bangel	_____
Alain Boileau	_____	DJ Williams-Persad	_____		

4.) Approved as to content: Assistant City Manager:

By: _____ By: _____
Stanley Hawthorne, Assistant City Manager Susanne Torriente, Assistant City Manager

5.) City Manager: Please sign as indicated and forward # _____ originals to Mayor.

6.) Mayor: Please sign as indicated and forward # _____ originals to Clerk.

7.) To City Clerk for attestation and City seal.

INSTRUCTIONS TO CLERK'S OFFICE

8.) City Clerk: ****RETURN ALL ORIGINALS TO BOB DUNCKEL; RECORDING W/BROWARD COUNTY****

- Copy of document to _____ Original Route form to _____
- Attach _____ certified copies of Reso. # _____ Fill-in date

A-14-120

2014 JUN 13 AM 7: 29
CITY MANAGER

6/26

Memorandum
No. 14-0160

City Attorney's Office

To: Phil Thornburg, Director / Parks & Recreation
Hardeep Anand, Director / Public Works
Michael Donaldson, Chief Surveyor

From: Robert B. Dunckel, Assistant City Attorney/5036 *RBD/RS*

Date: July 9, 2014

Re: Riverwalk Linear Park Easement Deed / The Stranahan House, Inc.

Attached please find a copy of the above-referenced Easement Deed, recorded 7/08/2014 at Official Records Book 50916, Pages 1587 – 1616 along with the receipt.

The recorded original is on file in the City Clerk Office.

L:\RBD\memos\2014\0160thornburg.doc

Attachments

cc: Wendy Gonyea, Assistant City Clerk IV
Stacey Daley, Administrative Assistant II

#780

A-14-120

2014 JUL 10 AM 9:07

CITY CLERK

This Instrument Prepared by:

Garry W. Johnson, Esq.
GARRY W. JOHNSON, P.A.
750 Southeast 3rd Avenue, Suite #100
Ft. Lauderdale, Fl. 33316

RECORDED AND RETURN TO:

Garry W. Johnson, Esq.
GARRY W. JOHNSON, P.A.
750 Southeast 3rd Avenue, Suite #100
Ft. Lauderdale, Fl. 33316

2014 JUL 10 AM 9:07

CITY CLERK

RIVERWALK LINEAR PARK EASEMENT

THIS RIVERWALK LINEAR PARK EASEMENT, made this 16th day of May, 2014, by THE STRANAHAN HOUSE, INC., A FLORIDA CORPORATION ("Grantor"), whose mailing address is 335 SE 6th Ave, Fort Lauderdale, FL 33301, to CITY OF FORT LAUDERDALE, FLORIDA ("Grantee"), whose mailing address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301.

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

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

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



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

BBB
DW

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

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

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

BD
DS

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

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

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

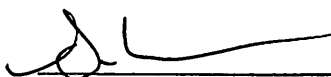
10. **Indemnification.** Grantee is a political subdivision as set forth in § 768.28, Florida Statutes, (2013) and agrees to be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity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


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

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

Signed, sealed and delivered in the presence of:

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



By: 

Stephanie Tretina
Print Name

Print Name: Debra Vogel
Title: Vice President



Brian Carr
Print Name

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged and subscribed before me on May 16, 2014, by Debra Vogel, as Vice President of STRANAHAN HOUSE, INC. who are personally known to me or who have produced identification and who did not take an oath.

SEAL



Deloris P. Dennard
Notary Public
State of Florida
MY COMMISSION # EE 181493
EXPIRES: April 6, 2016
Bonded Thru CNA Surety

Deloris P. Dennard
Notary Public, State of Florida
Commission Expires: _____

GRANTEE:

WITNESSES:

Jeannette A. Johnson
Jeannette A. Johnson

[Witness type or print name]

Miranda Scott

MIRANDA SCOTT
[Witness type or print name]

(CORPORATE SEAL)



CITY OF FORT LAUDERDALE

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

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

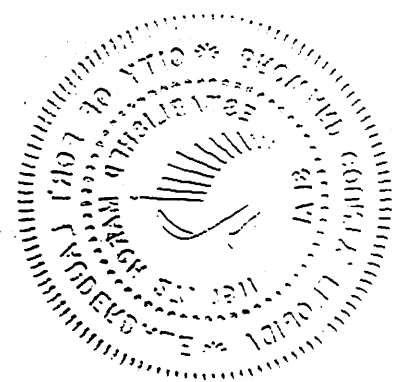
ATTEST:
Jonda K. Joseph
Jonda Joseph, City Clerk

Approved as to form:

Robert B. Dunkel
Robert B. Dunkel,
Assistant City Attorney

ABD
DU

Notary Public
State of Florida
MY COMMISSION # EE 181483
EXPIRES: April 6, 2018
Banded thru CMA Surety

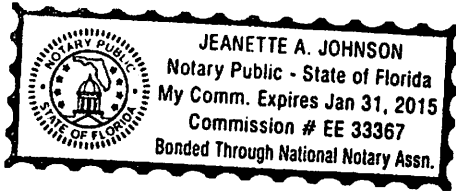


STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 17th day of June, 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)



Jeanette A. Johnson
Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

Jeanette A. Johnson
Name of Notary Typed,
Printed or Stamped
My Commission Expires: 1/31/15

Commission Number EE 33367

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 13th day of June, 2014, by Susanne M. Torriente, Acting City Manager ^{Pos:} **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
EE 842025
Commission Number

[Handwritten initials]

ROBERT A. JOHNSON
Florida Public - State of Florida
No. Comm. Expires Jan 31 2015
Commission W. Ft. 23387
Florida Public Safety Agency

ALUMNO M. GARCIA
MAYORAL M. GARCIA
EXPIRES January 30 2015
Special Training Public Administration

Exhibit A – Legal Description of Property

[Handwritten initials]
[Handwritten initials]

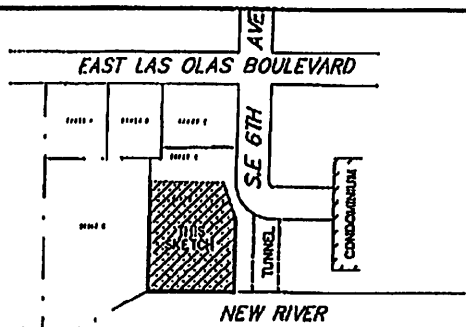
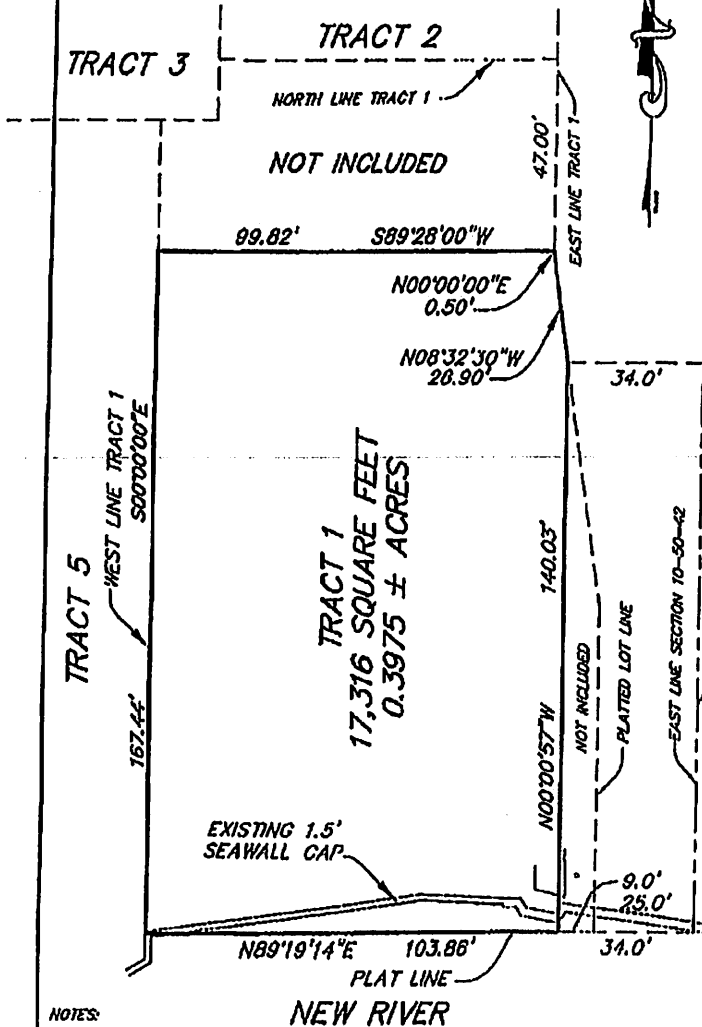


McLAUGHLIN ENGINEERING COMPANY
LB#285

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

SCALE 1" = 40'

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



VICINITY MAP

LEGAL DESCRIPTION:

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

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

CERTIFICATION

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

McLAUGHLIN ENGINEERING COMPANY

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

NOTES:

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

FIELD BOOK NO. _____

DRAWN BY: JMMjr

JOB ORDER NO. U-8725

CHECKED BY: _____

REF. DWG.: 13-2-

C: \JMMjr\2014\U8725

JMM
JU

Exhibit B - Legal Description of Riverwalk Easement Area

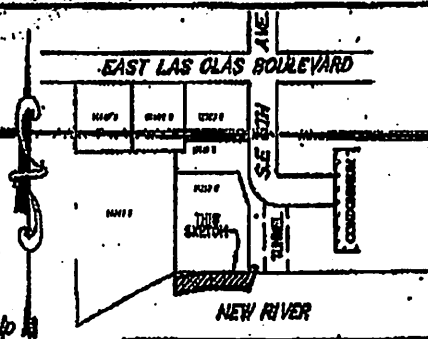
[Handwritten signature]



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) 763-7818

SKETCH AND DESCRIPTION
A PORTION OF NEW RIVER
ADJACENT TO TRACT 1
BURNHAM'S SUBDIVISION
AT STRANAHAN HOUSE
PROPOSED 20' DOCK AREA
SHEET 1 OF 2 SHEETS



VICINITY MAP

LEGAL DESCRIPTION:

A portion of New River in Section 10, Township 35 South, Range 42 East, Broward County Florida, South of and adjacent to Tract 1, 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 as follows:

Commencing at the Southeast corner of said Tract 1; thence South 76°43'46" West, a distance of 9.21 feet to the Point of Beginning; thence North 79°49'17" West, a distance of 10.66 feet; thence South 89°19'14" West, on the South plat line of said BURNHAM'S SUBDIVISION, a distance of 44.55 feet; thence South 72°49'42" West, a distance of 51.09 feet; thence South 00°00'00" East, on the Southerly extension of the West line of said Tract 1, a distance of 20.93 feet; thence North 72°49'42" East, a distance of 54.37 feet; thence North 89°19'14" East, on a line 20.00 feet South of and parallel with the said South plat line of said BURNHAM'S SUBDIVISION, a distance of 39.75 feet; thence South 79°49'17" East, a distance of 12.38 feet; thence North 19°32'31" East, a distance of 28.87 feet; thence North 82°22'33" West, on the North face of an existing concrete seawall cap, a distance of 6.95 feet; thence South 19°32'31" West, a distance of 9.29 feet to the Point of Beginning.

Said land situate lying and being in the City of Fort Lauderdale, Florida, and containing 2,261 square feet or 0.0519 acres more or less.

CERTIFICATION

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

McLAUGHLIN ENGINEERING COMPANY

[Signature]
 JERALD A. McLAUGHLIN
 Registered Land Surveyor No. 5259
 State of Florida.

NOTES:

- 1) This sketch reflects all easements and rights-of-way as shown on certain referenced record plats. The subject property was not delineated for either easements and/or rights-of-way or record by McLaughlin Engineering Company.
- 2) Legal description prepared by McLaughlin Engineering Co.
- 3) This drawing is not valid unless sealed with an embossed surveyor's seal.
- 4) THIS IS NOT A BOUNDARY SURVEY.
- 5) Bearings shown pertain to the West line of said Tract 1 as South 00°00'00" East.

FIELD BOOK NO. _____

DRAWN BY: SMK

JOB ORDER NO. U-8725, 119147

CHECKED BY: _____

REF. DWG: 13-2-

G:\JGAL\2014\U8725

EXHIBIT "B"

[Handwritten initials]

PREPARED BY:

Thomas R. Tatum, Esq.

BRINKLEY MORGAN

200 E. Las Olas Boulevard, Suite 1900

Fort Lauderdale, FL 33301

Parcel Tax Identification No.: 59-0993499

QUIT CLAIM DEED

THIS QUIT CLAIM DEED, executed this ^{December 17} ~~17~~ day of ~~November~~, 2013, by Fort Lauderdale Historical Society, Inc., a Florida not-for-profit corporation, whose post office address is 219 SW 2 Ave Ft. Lauderdale FL 33301, first party, to Stranahan House, Inc., a Florida not-for-profit corporation, whose post office address is 335 SE 6th Avenue, Fort Lauderdale, Florida 33301, second party.

WITNESSETH, that said first party, for and in consideration of the sum of TEN DOLLARS (\$10.00) in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described land situate, lying and being in Broward County, Florida, to wit:

The legal description of the property is attached as Exhibit "A" ("Property").

This Quit Claim Deed is given for the limited purpose of releasing the Property from the covenants and reverter set forth in paragraphs 1 and 2 a through d, set forth in a Special Warranty Deed from Fort Lauderdale Historical Society, Inc., a non-profit corporation existing under the laws of Florida to Stranahan House, Inc., a non-profit corporation, dated May 11, 1982 and Recorded in Official Records Book 10246 at Page 214 of the Official Records of Broward County, Florida ("Special Warranty Deed"). Upon the termination of the Riverwalk Easement granted by Stranahan House, Inc. to City of Fort Lauderdale, Florida, or in the event the Riverwalk Improvements are not completed on or before ^{December 17, 2017} ~~December 17~~, the covenants and reverter set forth in the Special Warranty Deed, shall immediately be reimposed on the Property.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

IN WITNESS WHEREOF, the said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in our presence:

Rosemary Dube
Witness Signature

[Signature]
President, Fort Lauderdale Historical
Society, Inc.

Print Name: ROSEMARY DUBE

Bonnie M. Flynn
Witness Signature Bonnie M. FLYNN
Print Name: ~~KATHERINE LOCHRIS~~

ATTEST: [Signature]
Secretary Katherine Lochris

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 17 day of December, 2013, by LIM SWEE B, who is personally known to me or who has produced _____ as identification.

540[2344-94890]



[Signature]
NOTARY PUBLIC
Print Name: Rachel Jamison
My Commission expires: 12/19/15



McLAUGHLIN ENGINEERING COMPANY
LB#285

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

SKETCH AND DESCRIPTION

**A PORTION OF NEW RIVER
 ADJACENT TO TRACT 1
 BURNHAM'S SUBDIVISION
 AT STRANAHAN HOUSE
 PROPOSED 20' DOCK AREA
 SHEET 1 OF 2 SHEETS**

LEGAL DESCRIPTION:

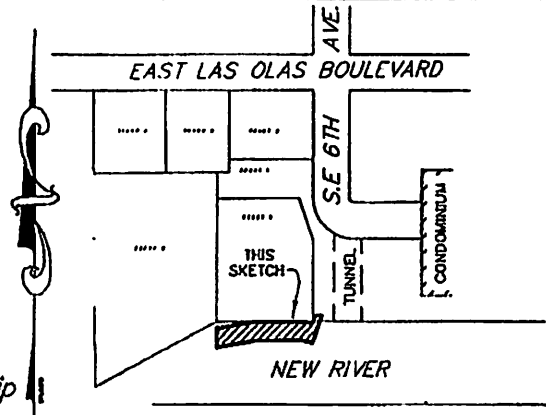
A portion of New River in Section 10, Township 50 South, Range 42 East, Broward County Florida, South of and adjacent to Tract 1, BURNHAM'S SUBDIVISION, according to the plat thereof as recorded in Plat Book 15, Page 29, of the public records of Broward County, Florida, more fully described as follows:

Commencing at the Southeast corner of said Tract 1; thence South 76°43'46" West, a distance of 9.21 feet to the Point of Beginning; thence North 79°49'17" West, a distance of 10.66 feet; thence South 89°19'14" West, on the South plat line of said BURNHAM'S SUBDIVISION, a distance of 44.55 feet; thence South 72°49'42" West, a distance of 51.09 feet; thence South 00°00'00" East, on the Southerly extension of the West line of said Tract 1, a distance of 20.93 feet; thence North 72°49'42" East, a distance of 54.37 feet; thence North 89°19'14" East, on a line 20.00 feet South of and parallel with the said South plat line of said BURNHAM'S SUBDIVISION, a distance of 39.75 feet; thence South 79°49'17" East, a distance of 12.36 feet; thence North 19°32'31" East, a distance of 29.87 feet; thence North 82°22'33" West, on the North face of an existing concrete seawall cap, a distance of 6.95 feet; thence South 19°32'31" West, a distance of 9.29 feet to the Point of Beginning.

Said land situate lying and being in the City of Fort Lauderdale, Florida, and containing 2,261 square feet or 0.0519 acres more or less.

NOTES:

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



VICINITY MAP

CERTIFICATION

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

McLAUGHLIN ENGINEERING COMPANY

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

FIELD BOOK NO. _____

DRAWN BY: JMMjr

JOB ORDER NO. U-8725, 119147

CHECKED BY: _____

REF. DWG.: 13-2-

C: \JMMjr/2014/U8725

RESOLUTION OF THE BOARD OF TRUSTEES OF
FORT LAUDERDALE HISTORICAL SOCIETY, INC.

RECITALS

At a duly called and noticed meeting of the Board of Trustees of Fort Lauderdale Historical Society, Inc. ("Historical Society"), on the 16 day of ~~November~~^{December}, 2013 and after a vote in compliance with the requirements of ARTICLE III, paragraph 3.7 of the Amended and Restated Bylaws of Fort Lauderdale Historical Society, Inc., the Board of Trustees adopted the following Resolution:

WHEREAS, the Historical Society imposed covenants and retained a reverter on the real property described in the Special Warranty Deed from the Fort Lauderdale Historical Society, Inc., a non-profit corporation existing under the laws of the State of Florida, to Stranahan House, Inc. ("Stranahan House"), a non-profit Florida corporation, dated May 11, 1982 and recorded in Official Records Book 10246 at Page 214 of the Official Records of Broward County, Florida ("Special Warranty Deed"), a copy of the Special Warranty Deed is attached as Exhibit A; and

WHEREAS, among other things, the Special Warranty Deed contains a covenant prohibiting Stranahan House from "[t]he attempt to transfer or encumber the property to a third party, either voluntarily, or involuntarily". A breach of that covenant will cause title to the property described in the Special Warranty Deed to revert to the Historical Society; and

WHEREAS, the City of Fort Lauderdale, Florida ("City"), has requested that Stranahan House grant a perpetual non-exclusive easement (Riverwalk Easement), over, under and across the surface of a portion of the Property described in the Riverwalk Easement as the Riverwalk Easement Area. The purpose of the Riverwalk Easement is to extend the Riverwalk for the purposes set forth in the Riverwalk Easement. A copy of the proposed Riverwalk Easement is attached as Exhibit B; and


WHEREAS, Stranahan House has requested that the Historical Society execute a Quit Claim Deed in favor of Stranahan House which describes the Riverwalk Easement Area in order to allow Stranahan House to grant the Riverwalk Easement to the City without violating the covenants in the Special Warranty Deed; and

WHEREAS, in consideration of the Historical Society's execution of the Quit Claim Deed, Stranahan House is agreeable to the re-imposition of the covenants and reverter set forth in the Special Warranty Deed, immediately upon the termination of the Riverwalk Easement or in the event the Riverwalk Improvements are not completed on or before three (3) years from the date of this Quit Claim Deed. A copy of the proposed Quit Claim Deed is attached as Exhibit C; and

WHEREAS, the Historical Society's execution of the Quit Claim Deed for the purposes set forth above is consistent with ARTICLE III PURPOSES paragraph a (ii) of the Articles of Restatement of Fort Lauderdale Historical Society, Inc. adopted on April _____, 2008.

RESOLVED, the President of the Historical Society is authorized to execute the Quit Claim Deed in the form attached as Exhibit C and to deliver the executed Quit Claim Deed to Stranahan House for use in accordance with the purposes set forth above.

Dated this 16 day of ~~November~~^{December}, 2013.



Chairman of the Board of Trustees

This Special Warranty Deed Made the 11th day of May, A. D. 1982 by

FORT LAUDERDALE HISTORICAL SOCIETY, INC., a non-profit corporation existing under the laws of Florida, and having its principal place of business at Fort Lauderdale, Florida, hereinafter called the grantor, to STRANAHAN HOUSE, INC., a non-profit Florida corporation, 219 S. W. Second Avenue whose postoffice address is Fort Lauderdale, Florida 33301 hereinafter called the grantee

Whereas 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

Witnesseth: That the grantor, for and in consideration of the sum of \$ 10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situate in Broward County, Florida, viz.

See Exhibit A attached hereto and made a part hereof.

45 d
No. of bills
45
Andrew Gardner

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining

To Have and to Hold, the same in fee simple forever

And the grantor hereby covenants with said grantee that it lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said grantor

In Witness Whereof the grantor has caused these presents to be executed in its name and its corporate seal to be hereunto affixed, by its proper officers thereto duly authorized the day and year first above written
FORT LAUDERDALE HISTORICAL SOCIETY, INC. a non-profit Florida Corporation

Signed, sealed and delivered in the presence of
Robie Penn
Muriel P. Kennedy

By R. M. Gardner President

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on the day before me an officer duly authorized in the State and County aforesaid to take acknowledgments personally appeared R. M. Gardner and George W. English III

well known to me to be the President and Secretary respectively of the corporation named as grantor in the foregoing deed and that they voluntarily acknowledged execution the same in the presence of two disinterested witnesses freely and voluntarily under no duress, compulsion, fraud or coercion and that the seal affixed thereto is the true corporate seal of said corporation
WITNESS my hand and official seal in the County and State last aforesaid this 11th day of May, 1982

Prepared by R. M. Gardner
P. O. Box 14636
Fort Lauderdale, FL 33302

Muriel P. Kennedy
Notary Public

Notary Public, State of Florida at Large
My Commission Expires Feb. 28, 1984

REC 10246 PAGE 214

EXHIBIT "A"

EXHIBIT A

Tract 1, LESS the North 47 feet thereof, of BURNHAM'S SUBDIVISION, according to the Plat thereof recorded in Plat Book 15, at page 29, of the Public Records of Broward County, Florida, and LESS that property described as follows: Commencing at the Northwest corner of Tract 2 of said BURNHAM'S SUBDIVISION run Easterly on the North line of said Tract 2 a distance of 85 feet; thence run South 10° 29' 49" East on the East line of said Tracts 2 and 1 a distance of 132.5 feet; thence run South 10° 02' 19" East a distance of 26.91 feet to the POINT OF BEGINNING; thence continue South 10° 02' 19" East a distance of 60.59 feet; thence run South 10° 29' 49" East a distance of 80 feet; thence run Westerly on the South line of said Tract 1 a distance of 9 feet; thence run North 10° 29' 49" West a distance of 140.03 feet to the POINT OF BEGINNING.

SUBJECT to easements, restrictions, reservations and limitations of record, if any, and taxes for the year 1982 and subsequent years.

Grantee makes the following covenants with Grantor which shall run with the land:

1. The improvements located on the above described property shall be used primarily for historical purposes, the commercial use shall be limited to generating revenue for the maintenance, repairs, upkeep and expenses of operation of the improvements located thereon and a reasonable reserve for the above purposes.

2. The above property shall revert to Grantor on the happening of any of the following events:

- a. The breach of the covenants set forth above.
- b. The attempt to transfer or encumber the property to a third party, either voluntarily or involuntarily.
- c. The termination of the existence of the Grantee as a non-profit Florida corporation.
- d. The termination of the tax exempt status granted to the Grantee under the applicable code provisions and regulations of the U. S. Internal Revenue Code.

In the event that Grantor is not in existence at the time of the happening of the event which causes the title to revert in Grantor and there is no successor organization, then the title shall vest in the City of Fort Lauderdale.

WITNESSES:
I T JOHNSON

REC 10246 PAGE 215

This Instrument Prepared by:

Garry W. Johnson, Esq.
GARRY W. JOHNSON, P.A.
750 Southeast 3rd Avenue, Suite #100
Ft. Lauderdale, Fl. 33316

RECORDED AND RETURN TO:

Garry W. Johnson, Esq.
GARRY W. JOHNSON, P.A.
750 Southeast 3rd Avenue, Suite #100
Ft. Lauderdale, Fl. 33316

RIVERWALK LINEAR PARK EASEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signed, sealed and delivered in the presence of:

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

Print Name

By: _____

Print Name: _____

Title: _____

STATE OF FLORIDA

COUNTY OF BROWARD

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

SEAL

Notary Public, State of Florida
Commission Expires:

GRANTEE:

WITNESSES:

CITY OF FORT LAUDERDALE

By _____
John P. "Jack" Seiler, Mayor

[Witness type or print name]

By _____
Lee R. Feldman, City Manager

[Witness type or print name]

(CORPORATE SEAL)

ATTEST:

Jonda Joseph, City Clerk

Approved as to form:

Robert B. Dunckel,
Assistant City Attorney

STATE OF FLORIDA

COUNTY OF BROWARD

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

(SEAL)

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

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

Commission Number

STATE OF FLORIDA

COUNTY OF BROWARD

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

(SEAL)

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

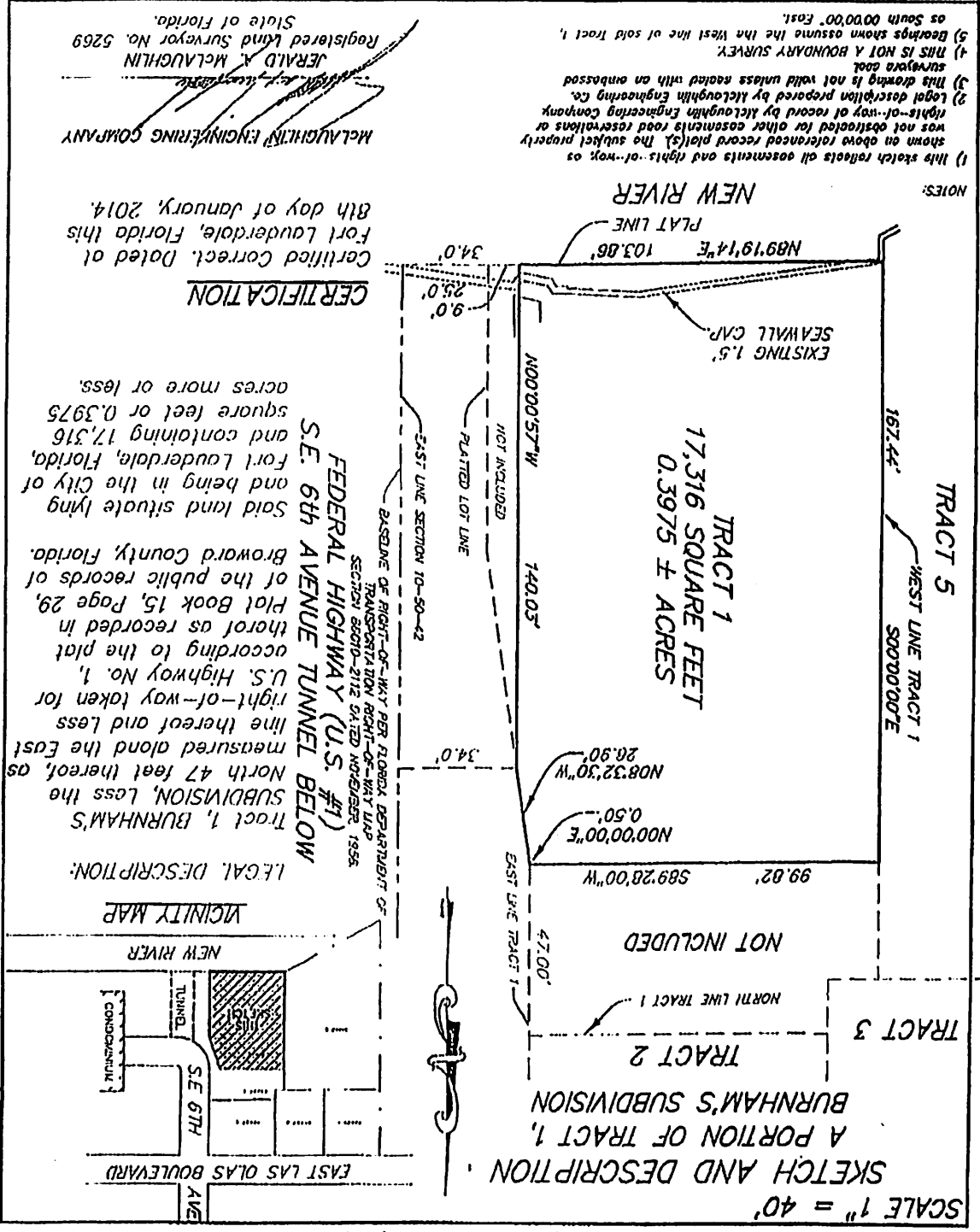
Name of Notary Typed,
Printed or Stamped
My Commission Expires:

Commission Number

Exhibit A – Legal Description of Property

EXHIBIT "A"

FIELD BOOK NO. _____
 JOB ORDER NO. U-8725
 REF. DWG. 13-2-
 DRAWN BY: JMMF
 CHECKED BY: _____
 C:\JMMF\2014\U8725



McLAUGHLIN ENGINEERING COMPANY
 LB#285
 ENGINEERING • SURVEYING • PLATTING • LAND PLANNING
 400 N.E. 3rd AVENUE FORT LAUDERDALE, FLORIDA
 33301 PHONE (954) 763-7611 • FAX (954) 763-7615



Exhibit B – Legal Description of Riverwalk Easement Area

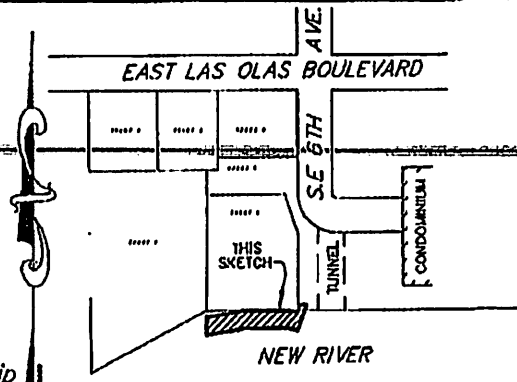


McLAUGHLIN ENGINEERING COMPANY

LB#285

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

**SKETCH AND DESCRIPTION
A PORTION OF NEW RIVER
ADJACENT TO TRACT 1
BURNHAM'S SUBDIVISION
AT STRANAHAN HOUSE
PROPOSED 20' DOCK AREA
SHEET 1 OF 2 SHEETS**



VICINITY MAP

LEGAL DESCRIPTION:

A portion of New River in Section 10, Township 50 South, Range 42 East, Broward County Florida, South of and adjacent to Tract 1, 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 as follows:

Commencing at the Southeast corner of said Tract 1; thence South 76°43'46" West, a distance of 9.21 feet to the Point of Beginning; thence North 79°49'17" West, a distance of 10.66 feet; thence South 89°19'14" West, on the South plat line of said BURNHAM'S SUBDIVISION, a distance of 44.55 feet; thence South 72°49'42" West, a distance of 51.09 feet; thence South 00°00'00" East, on the Southerly extension of the West line of said Tract 1, a distance of 20.93 feet; thence North 72°49'42" East, a distance of 54.37 feet; thence North 89°19'14" East, on a line 20.00 feet South of and parallel with the said South plat line of said BURNHAM'S SUBDIVISION, a distance of 39.75 feet; thence South 79°49'17" East, a distance of 12.36 feet; thence North 19°32'31" East, a distance of 29.87 feet; thence North 82°22'33" West, on the North face of an existing concrete seawall cap, a distance of 6.95 feet; thence South 19°32'31" West, a distance of 9.29 feet to the Point of Beginning.

Said land situate lying and being in the City of Fort Lauderdale, Florida, and containing 2,261 square feet or 0.0519 acres more or less.

CERTIFICATION

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

McLAUGHLIN ENGINEERING COMPANY

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

NOTES:

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

FIELD BOOK NO. _____

DRAWN BY: JMMjr

JOB ORDER NO. U-8725, U-9147

CHECKED BY: _____

REF. DWG.: 13-2-

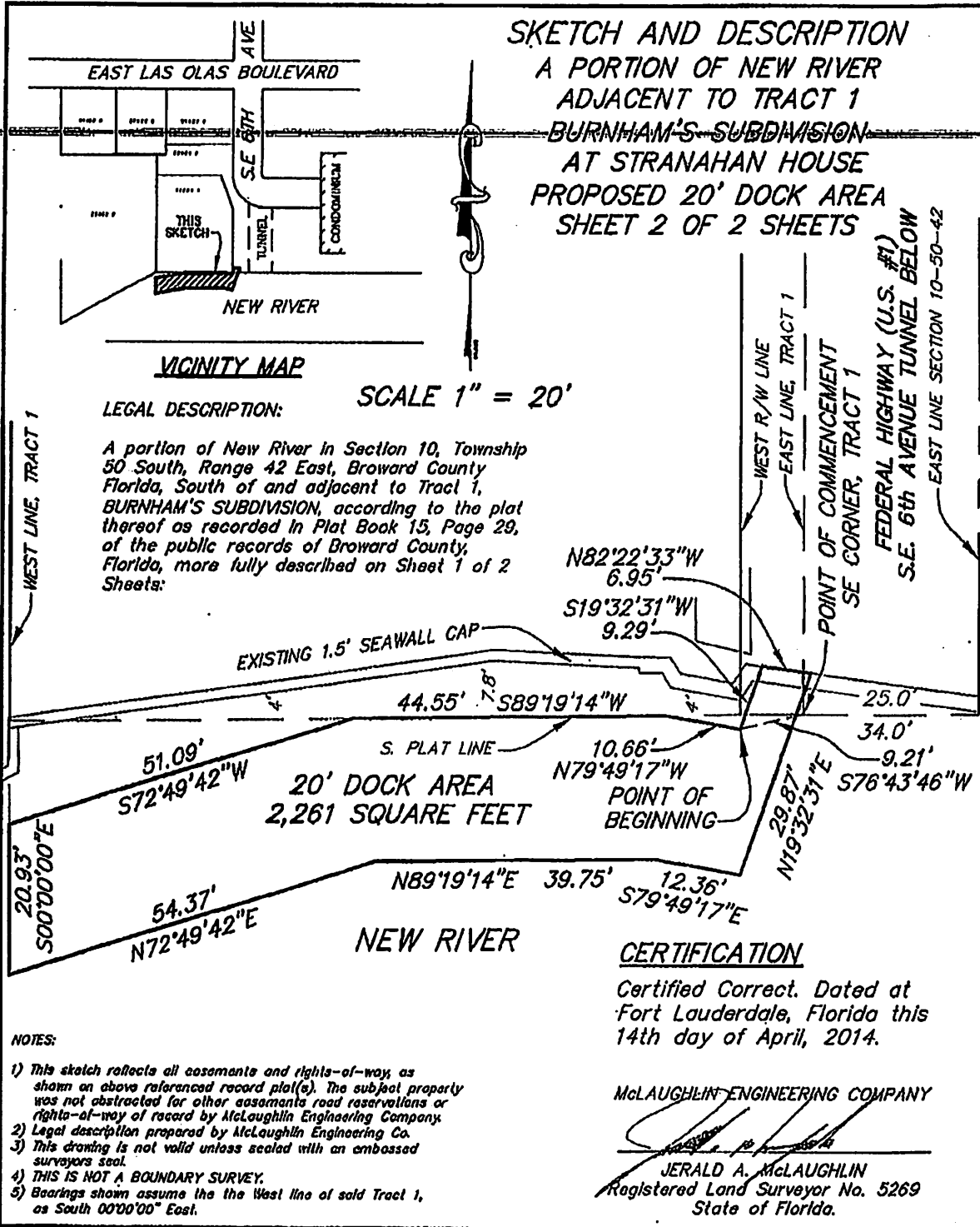
C: \JMMjr/2014/UB725

EXHIBIT "B"



McLAUGHLIN ENGINEERING COMPANY
LB#285

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



FIELD BOOK NO. _____

DRAWN BY: JMMjr _____

JOB ORDER NO. U-8725, U-9149 _____

CHECKED BY: _____

REF. DWG.: 13-2-

C: \JMMjr\2014\U8725

PREPARED BY:

Thomas R. Tatum, Esq.

BRINKLEY MORGAN

200 E. Las Olas Boulevard, Suite 1900

Fort Lauderdale, FL 33301

Parcel Tax Identification No.: 59-0993499

QUIT CLAIM DEED

THIS QUIT CLAIM DEED, executed this ^{December 17} ~~17~~ day of ~~November~~, 2013, by Fort Lauderdale Historical Society, Inc., a Florida not-for-profit corporation, whose post office address is 219 SW 2 Ave Ft. Lauderdale FL 33301 first party, to Stranahan House, Inc., a Florida not-for-profit corporation, whose post office address is 335 SE 6th Avenue, Fort Lauderdale, Florida 33301, second party.

WITNESSETH, that said first party, for and in consideration of the sum of TEN DOLLARS (\$10.00) in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described land situate, lying and being in Broward County, Florida, to wit:

The legal description of the property is attached as Exhibit "A" ("Property").

This Quit Claim Deed is given for the limited purpose of releasing the Property from the covenants and reverter set forth in paragraphs 1 and 2 a through d, set forth in a Special Warranty Deed from Fort Lauderdale Historical Society, Inc., a non-profit corporation existing under the laws of Florida to Stranahan House, Inc., a non-profit corporation, dated May 11, 1982 and Recorded in Official Records Book 10246 at Page 214 of the Official Records of Broward County, Florida ("Special Warranty Deed"). Upon the termination of the Riverwalk Easement granted by Stranahan House, Inc. to City of Fort Lauderdale, Florida, or in the event the Riverwalk Improvements are not completed on or before ^{December 17, 2017} ~~December 17, 2017~~ the covenants and reverter set forth in the Special Warranty Deed, shall immediately be reimposed on the Property.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

EXHIBIT "C"

IN WITNESS WHEREOF, the said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in our presence:

Rosemary Duke
Witness Signature

Print Name: ROSEMARY DUKE

[Signature]
President, Fort Lauderdale Historical
Society, Inc.

Bonnie M. Flynn
Witness Signature Bonnie M. Flynn
Print Name: ~~XXXXXXXXXXXX~~

ATTEST: [Signature]
Secretary Katherine Kochria

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 17 day of December, 2013, by LIM SWEE B, who is personally known to me or who has produced _____ as identification.

540[2344-94890]



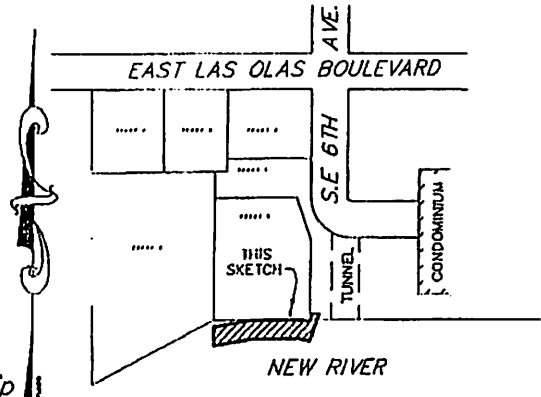
[Signature]
NOTARY PUBLIC
Print Name: Rachel Jamison
My Commission expires: 12/19/15



McLAUGHLIN ENGINEERING COMPANY
LB#285

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

SKETCH AND DESCRIPTION
 A PORTION OF NEW RIVER
 ADJACENT TO TRACT 1
 BURNHAM'S SUBDIVISION
 AT STRANAHAN HOUSE
 PROPOSED 20' DOCK AREA
 SHEET 1 OF 2 SHEETS



VICINITY MAP

LEGAL DESCRIPTION:

A portion of New River in Section 10, Township 15 South, Range 42 East, Broward County Florida, South of and adjacent to Tract 1, 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 as follows:

Commencing at the Southeast corner of said Tract 1; thence South 76°43'46" West, a distance of 9.21 feet to the Point of Beginning; thence North 79°49'17" West, a distance of 10.66 feet; thence South 89°19'14" West, on the South plat line of said BURNHAM'S SUBDIVISION, a distance of 44.55 feet; thence South 72°49'42" West, a distance of 51.09 feet; thence South 00°00'00" East, on the Southerly extension of the West line of said Tract 1, a distance of 20.93 feet; thence North 72°49'42" East, a distance of 54.37 feet; thence North 89°19'14" East, on a line 20.00 feet South of and parallel with the said South plat line of said BURNHAM'S SUBDIVISION, a distance of 39.75 feet; thence South 79°49'17" East, a distance of 12.36 feet; thence North 19°32'31" East, a distance of 29.87 feet; thence North 82°22'33" West, on the North face of an existing concrete seawall cap, a distance of 6.95 feet; thence South 19°32'31" West, a distance of 9.29 feet to the Point of Beginning.

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McLAUGHLIN ENGINEERING COMPANY

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

NOTES:

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

FIELD BOOK NO. _____

DRAWN BY: JMMjr _____

JOB ORDER NO. U-8725, (1914) _____

CHECKED BY: _____

REF. DWG.: 13-2-

C: \JMMjr\2014\U8725