



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

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

DATE: May 6, 2014

TITLE: Resolution to accept two separate Riverwalk Linear Park Easement Deeds from 1) Las Olas Yacht Club Associates, LTD and 2) The Stranahan House.

Recommendation

It is recommended that the City Commission adopt a Resolution accepting the two Rivewalk Linear Park Easement Deeds from 1) Las Olas Yacht Club Associates LTD and 2) The Stranahan House in order to extend Riverwalk over and across these two properties connecting Riverwalk to Laura Ward Park. Portions of the Easement Areas in question are over a portion of the New River waterway.

Background

In consideration with the joint undertaking between the City of Fort Lauderdale and the Downtown Development Authority's (DDA) for repair and/or replacement of the existing sea wall and cap located on or abutting Riverwalk Linear Park, Las Olas Yacht Club Associated LTD (Grantor) has agreed to grant, give and convey the easement to the City of Fort Lauderdale, subject to the following terms and conditions:

1. A perpetual, non-exclusive easement over, under and across the surface of the Riverwalk Easement Area and Adjacent Riverwalk (over portions of New River) for public non-vehicular (other than for governmental emergency and service vehicles and non-governmental service vehicles, as authorized by the City Manager, and, for construction, maintenance and repair and pedestrian access, ingress and egress, twenty-four hours a day, seven days a week, 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 of the agreement). Grantor reserves the exclusive right of dockage of vessels.
2. 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.

3. As to the perpetual, non-exclusive easement rights described in subparagraphs 1. and 2. above, except for the easement rights currently existing as set forth in the matters of record set forth on Exhibit "D" of the agreement, which shall be superior to the non-exclusive easement rights granted herein, the non-exclusive easement rights granted herein shall be superior to any and all other easement rights within the Easement Areas that are not consistent with the easement rights granted herein for the Easement Areas.

In addition, the Stranahan House has agreed to give, grant, and convey the easement to the City of Fort Lauderdale subject to the following conditions:

1. A perpetual, non-exclusive easement over, under and across the Riverwalk Riparian Easement Area 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
2. As to the perpetual, non-exclusive easement rights described in subparagraph 3 (a) above, such easement 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.

The Stranahan House

The chain of title to the Stranahan House contains a Special Warranty Deed from the Fort Lauderdale Historical Society, Inc., a Florida not-for-profit corporation, to The Stranahan House, Inc., a Florida corporation (**Exhibit "5"**). The Special Warranty Deed contains restrictive covenants and a reversionary clause. We have been provided with a copy of a Quit Claim Deed from Fort Lauderdale Historical Society, Inc. to The Stranahan House, Inc. releasing and quit-claiming those restrictive covenants and reversionary clause, subject to the Riverwalk Improvements being completed within three years from the date of the Riverwalk Linear Park Easement Deed.

Resource Impact

There will be a fiscal impact in the amount of \$20 associated with this item.

Funds available as of April 29, 2014					
ACCOUNT NUMBER	INDEX NAME (PROGRAM)	OBJECT CODE/ SUB-OBJECT NAME	AMENDED BUDGET (Object Code)	AVAILABLE BALANCE (Object Code)	PURCHASE AMOUNT

001-PKR100101-3216	Real Estate	Services Materials / Costs Fees Permits	\$1,451,905	\$1,599,994	\$20
				PURCHASE TOTAL ►	\$ 20

Strategic Connections

This item is a *Press Play Fort Lauderdale Strategic Plan 2018 Initiative*, included within the Infrastructure Cylinder of Excellence, specifically advancing:

Goal 1: Be a pedestrian friendly, multi-modal City.

Objective 1: Improve transportation options and reduce congestion by working with agency partners.

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

Attachments:

Exhibit 1 - Easement Deed - Las Olas Yacht Club Associates, LTD

Exhibit 2 –Easement Deed - Stranahan House

Exhibit 3 - Resolution – Accepting Riverwalk Linear Park

Exhibit 4 – Special Warranty Deed

Prepared by: Carolyn Bean, Administrative Assistant

Department Director: Phil Thornburg, Parks and Recreation