

# City of Fort Lauderdale

City Hall  
100 N. Andrews Avenue  
Fort Lauderdale, FL 33301  
[www.fortlauderdale.gov](http://www.fortlauderdale.gov)



## Meeting Minutes - APPROVED

Tuesday, May 6, 2014

6:00 PM

City Commission Chambers

## City Commission Regular Meeting

**FORT LAUDERDALE CITY COMMISSION**

**JOHN P. "JACK" SEILER** Mayor - Commissioner  
**ROMNEY ROGERS** Vice Mayor - Commissioner - District IV  
**BRUCE G. ROBERTS** Commissioner - District I  
**DEAN J. TRANTALIS** Commissioner - District II  
**BOBBY B. DuBOSE** Commissioner - District III

**LEE R. FELDMAN**, City Manager  
**JOHN HERBST**, City Auditor  
**JONDA K. JOSEPH**, City Clerk  
**CYNTHIA A. EVERETT**, City Attorney

Meeting was called to order at 6:13 p.m. by Mayor Seiler.

## ATTENDANCE ROLL CALL

**Present:** 4 - Mayor John P. "Jack" Seiler, Vice-Mayor Bruce G. Roberts, Commissioner Dean J. Trantalis, Commissioner Bobby B. Dubose and Commissioner Romney Rogers

**Also Present:** City Manager Lee R. Feldman, City Auditor John Herbst, City Clerk Jonda K. Joseph, City Attorney, Cynthia A. Everett, Sergeant At Arms, Sergeant Mike Siekierski, Sergeant Jose Gonzalez (10:30 p.m.)

## Vote Roll Call Order for this Meeting

Commissioner Trantalis, Commissioner DuBose, Vice-Mayor Rogers, Commissioner Roberts and Mayor Seiler

## Invocation

Chaplain Luke Harrigan, Fort Lauderdale Police Department

## Pledge of Allegiance

Led by Parks and Recreation Director Phil Thornburg

## Approval of MINUTES and Agenda

**14-0570** APPROVAL OF MINUTES for March 4, 2014 and March 18, 2014 Conference Meetings and April 1, 2014 Regular Meeting

No public comments were submitted by email for the May 6, 2014 regular meeting.

**Motion** made by Commissioner Roberts and seconded by Commissioner DuBose to approve the noted minutes.

### APPROVED

**Aye:** 5 – Commissioner Trantalis, Commissioner DuBose, Vice-Mayor Rogers, Commissioner Roberts and Mayor Seiler

## PRESENTATIONS

**PRES-3 14-0566** PROCLAMATION DECLARING MAY 11-17, 2014 AS NATIONAL POLICE WEEK IN THE CITY OF FORT LAUDERDALE

Commissioner Roberts presented the proclamation to Captain Francis Sousa. The Honor Guard was recognized. Commissioner Roberts read into the record the names of Fort Lauderdale police officers who lost their lives in the line of duty. Captain Sousa thanked the Commission and noted that other members of the Honor Guard are in Tallahassee celebrating the state police memorial.

**PRES-4 14-0643** PROCLAMATION DECLARING MAY 6, 2014 AS MS. AVIS BOYD-GAINES DAY IN THE CITY OF FORT LAUDERDALE, RECOGNIZING HER AS THE FLORIDA MORTICIAN ASSOCIATION'S FIRST DISTRICT - 2014 MORTICIAN OF THE YEAR

Commissioner DuBose presented the proclamation to Avis Boyd-Gaines. Boyd-Gaines thanked the Commission.

**PRES-5 14-0644** PROCLAMATION DECLARING MAY, 2014 AS WALK LIKE MADD & MADD DASH MONTH IN THE CITY OF FORT LAUDERDALE

Vice-Mayor Rogers presented the proclamation to Public Relations Specialist Heather Geronemus of Ultimate Software. Geronemus thanked the Commission.

**PRES-6 14-0562** PROCLAMATION DECLARING MAY 4-10, 2014 AS PUBLIC SERVICE RECOGNITION WEEK IN THE CITY OF FORT LAUDERDALE

Commissioner Trantalis presented the proclamation to Human Resources Director Averill Dorsett. Dorsett accepted the proclamation on behalf of 2,300 City employees and introduced some of the newest hires.

**PRES-7 14-0645** PROCLAMATION DECLARING MAY 12-18, 2014 AS 61st NATIONAL SALVATION ARMY WEEK IN THE CITY OF FORT LAUDERDALE

Commissioner Trantalis presented the proclamation to Jim Moyer, Community Development Manager for Salvation Army. Moyer thanked the Commission and provided details of some of the Salvation Army's programs and services.

**PRES-1 14-0640** PROCLAMATION DECLARING MAY 6, 2014 AS MS. LAURA MARTIN DAY IN THE CITY OF FORT LAUDERDALE, IN RECOGNITION OF HER 50+ YEARS OF CONTINUOUS SERVICE TO BROWARD COUNTY PUBLIC SCHOOLS

Commissioner DuBose presented the proclamation to School Board member Rosalind Osgood. She thanked Laura Martin for her service. Martin talked about her passion for education and serving children.

**PRES-2 14-0642** PROCLAMATION DECLARING MAY 6, 2014 AS MS. NANCY WENGREN DAY IN THE CITY OF FORT LAUDERDALE IN RECOGNITION OF HER 50+ YEARS OF CONTINUOUS SERVICE TO BROWARD COUNTY PUBLIC SCHOOLS

Commissioner Roberts presented the proclamation to School Board member Heather Brinkworth. He recognized Nancy Wengren, Bayview Elementary School Principal Jo Ellen Scott and members of the Education Advisory Board. Robb commented on the "Wengren's Penguins" program, and Brinkworth provided remarks about the long-serving teacher's legacy.

**PRES-8 14-0646** PROCLAMATION DECLARING MAY 16, 2014 AS RELAY FOR LIFE DAY AT JOSEPH C. CARTER PARK IN THE CITY OF FORT LAUDERDALE

Commissioner DuBose presented the proclamation to Relay for Life representatives Audrey Campbell and Pamela Beasley-Pittman. Beasley-Pittman thanked the City and provided details about the event.

**PRES-9 14-0505** PROCLAMATION DECLARING THE WEEK OF MAY 4-10, 2014 AS DRINKING WATER WEEK IN THE CITY OF FORT LAUDERDALE

Vice-Mayor Rogers presented the proclamation to Utilities Distribution and Collection Systems Manager Rick Johnson. He thanked the Commission and discussed the importance of clean drinking water and protecting the environment.

**CONSENT AGENDA**

Mayor Seiler announced the procedure for consent items.

**Motion** made by Commissioner Trantalis and seconded by Commissioner Roberts that Consent Agenda Items CM-7, CM-8, CM-10, CR-3, CR-4, CR-6 and PUR-12 be deleted from the Consent Agenda and considered separately, and that all remaining Consent Agenda items be approved as recommended.

**APPROVED**

**Aye:** 5 – Commissioner Trantalis, Commissioner DuBose, Vice-Mayor Rogers, Commissioner Roberts and Mayor Seiler

**CONSENT MOTION**

**CM-1 14-0544** EVENT AGREEMENTS AND RELATED ROAD CLOSINGS: LaCroix Mother's Day Run and 1st Annual Crawfish Festival.

**APPROVED**

**Aye:** 5 – Commissioner Trantalis, Commissioner DuBose, Vice-Mayor Rogers, Commissioner Roberts and Mayor Seiler

**CM-2 14-0545** EVENT AGREEMENTS: Relay for Life of Carter Park and PNC Taste of the Town

**APPROVED**

**Aye:** 5 – Commissioner Trantalis, Commissioner DuBose, Vice-Mayor Rogers, Commissioner Roberts and Mayor Seiler

**CM-3 14-0563** LOCAL OPTION GAS TAX - 2014 AMENDMENTS TO INTERLOCAL AGREEMENTS WITH BROWARD COUNTY - 1) original local option gas tax, 2) additional local option gas tax on motor fuel and 3) local option gas tax on motor fuel for transit.

**APPROVED**

**Aye:** 5 – Commissioner Trantalis, Commissioner DuBose, Vice-Mayor Rogers, Commissioner Roberts and Mayor Seiler

- CM-4 14-0552** GRANT ACCEPTANCE - \$18,000 - BROWARD COUNTY CULTURAL TOURISM GRANT FOR MEMORIAL DAY WEEKEND BEACH ACTIVITIES - Broward Cultural Council

**APPROVED**

**Aye:** 5 – Commissioner Trantalis, Commissioner DuBose, Vice-Mayor Rogers, Commissioner Roberts and Mayor Seiler

- CM-5 14-0524** GRANT ACCEPTANCE - \$322,702 - JOB ACCESS AND REVERSE COMMUTE PROGRAM - Federal Transit Administration through South Florida Regional Transportation Authority

**APPROVED**

**Aye:** 5 – Commissioner Trantalis, Commissioner DuBose, Vice-Mayor Rogers, Commissioner Roberts and Mayor Seiler

- CM-6 14-0546** GRANT APPLICATION - \$82,070 - BULLETPROOF VEST PARTNERSHIP GRANT PROGRAM - United States Department of Justice - 50% City cash match

**APPROVED**

**Aye:** 5 – Commissioner Trantalis, Commissioner DuBose, Vice-Mayor Rogers, Commissioner Roberts and Mayor Seiler

- CM-7 14-0565** USE OF STATE AND FEDERAL LAW ENFORCEMENT TRUST FUNDS FOR SIX CRIME PREVENTION INITIATIVES

Charles King, 105 North Victoria Park Road, questioned why the one-way bus program was not funded through this trust. The City Attorney explained that generally law enforcement trust funds are used for new or trial programs. Once they become part of a city's regular operating budget, law enforcement trust funds can no longer be used.

Laura Crosenco, representing Middle River Terrace Neighborhood Association, thanked the Commission and staff for using a portion of these funds for the SmartWater program. The Middle River Terrace Neighborhood Association is promoting the program. She hoped this initiative would help deter juvenile crime. She went on to discuss problems with slumlords. Her neighborhood association would be willing to help with distribution of SmartWater information.

In response to Commissioner Trantalis, the City Manager explained that "locking license plate fasteners" are devices that prevent the easy removal of a license plate. They will be distributed at City-sponsored crime prevention events.

**Motion** made by Commissioner Trantalis and seconded by Commissioner Roberts to approve the item as recommended.

**APPROVED**

**Aye:** 5 – Commissioner Trantalis, Commissioner DuBose, Vice-Mayor Rogers, Commissioner Roberts and Mayor Seiler

**CM-8 14-0491** TASK ORDER 4 - \$21,610 - BEAUTIFICATION PROJECT OF STATE ROAD A1A (17th STREET CAUSEWAY) FROM U.S. 1 TO MAYAN DRIVE - construction engineering inspection services - The Corradino Group, Inc. - joint project funding with Florida Department of Transportation

Art Seitz, 1905 North Atlantic Boulevard, previously entered support of the item, but was not present when the item was called.

**Motion** made by Commissioner Roberts and seconded by Commissioner Trantalis to approve the item as recommended.

**APPROVED**

**Aye:** 5 – Commissioner Trantalis, Commissioner DuBose, Vice-Mayor Rogers, Commissioner Roberts and Mayor Seiler

**CM-9 14-0216** REVOCABLE LICENSE AGREEMENT AND ANCILLARY AGREEMENT - LANDSCAPE IMPROVEMENTS FOR ANDREWS AVENUE - Broward County and Reliance-Progresso Associates, LTD

**APPROVED**

**Aye:** 5 – Commissioner Trantalis, Commissioner DuBose, Vice-Mayor Rogers, Commissioner Roberts and Mayor Seiler

**CM-10 14-0572** REVOCABLE LICENSE AGREEMENT AND MAINTENANCE OF TRAFFIC PLAN - 8th Avenue Residence at 215 SE 8 Avenue - Rock-French Quarter, LLC

Attorney Adam Hodkin of Padula Hodkin PLLC, representing Las Olas Holding Company, agreed to register as a lobbyist tomorrow. He spoke in opposition to the item. He believed it would have an adverse financial impact on the surrounding properties. Moving the sewer line would disrupt business and cause a negative economic impact. A sewer line is proposed to be placed in the street reaching only the edge of their property (at Federal Highway). They would have to build new sewer lines at their own expense to replace functional lines that already exist. The construction would reduce the number of visitors to their hotel and other properties. He asked that the Commission to defer the item to the next meeting so they could look into this further.

In response to Commissioner Trantalis, Hodkin was uncertain whether the City or developer would be responsible for sewer relocation costs. Commissioner Trantalis believed that the City has no involvement because the developer is the one changing the landscape, therefore Las Olas Holding Company's case

would be against the developer. Hodkin indicated his concern with the City approving the relocation of a sewer line that could potentially have an adverse impact on several businesses on the street.

Commissioner Trantalis went on to say this proposed development would bring several thousand new people who will likely patronize the area businesses, thus creating a benefit. Hodkin confirmed that he became aware of this agenda item on Friday but knew of plans for this development prior. Commissioner Trantalis believed the impact would be nothing but positive. Hodkin reiterated that more time is needed so they can analyze the entire matter and related impacts. He went on to say that Las Olas Holding was not notified.

In response to Commissioner Trantalis, the City Manager was uncertain whether Las Olas Holding would have to undergo construction to accommodate the new development's sewer line relocation. He was not sure whether this was considered when tonight's item was prepared. He would need to consult Engineering staff.

Mayor Seiler expressed concern that Las Olas Holding has properties within 300 feet of this site and was not provided advance notice of tonight's item. The City Attorney indicated that the original building plans may have been clear that additional infrastructure work would be necessary. The City Manager added that when infrastructure improvements are made by a private party for a development, the City does not expect other private parties to bear any costs.

In response to Vice-Mayor Rogers, Attorney Robert Lochrie of Lochrie & Chakas, P.A., representing the Applicant, said there is an existing clay sewer pipe in the alley that is not serving any properties. They are proposing a new sewer line that would meet today's standards and would be located in the street. Any new development on that street would need to connect to the line, but that is the case either way. The clay pipe is in the center of the vacant properties. The City vacated the alley several years ago. Stiles Corp. is paying for the sewer line. In response to Commissioner Trantalis, Lochrie explained that because the properties are vacant, there is no service at this time and any connection would have to be made regardless. Hodkin explained there is a connection now and Las Olas Holding does not have to build around it. It carries through to other properties beyond the vacant ones. Las Olas Holding would like some time to consult experts to answer these questions.

Jon Auerbach, representing the Applicant, explained that no other properties are being serviced by that sewer line. It is a clay pipe that does not meet today's standards. If any developer were to build a high-rise structure, he did not think they would use that as their sewer line. There is currently a sewer line on 2 Street to the north and this will be a newly-constructed line on 2 Court to the south that could easily handle any future development Las Olas Holding might have. In discussions with Las Olas Holding this morning, Stiles was asked to reduce the scope of the new sewer line. They did not want their parking lot access impacted, and Stiles agreed to work with them. He believed they were aware of this long before Friday. Vice-Mayor Rogers asked about deferring the matter for two weeks to ensure that everyone is on the same page. Auerbach pointed out that the request is for a Maintenance of Traffic (MOT) plan that anticipates the start of construction. He requested that the sewer issue be separated for discussion in two weeks but asked that the MOT plan be approved so they may proceed. The City Manager said staff can ensure that sequencing does not interfere. Assistant City Attorney Bob Dunckel explained that the sewer issue can be separated so the project can go forward with sidewalk closures. However, he did not know about impact to the overall project. Both Michael Wood, representing the Applicant, and Hodkin expressed agreement to the proposed amended motion.

**Motion** made by Vice-Mayor Rogers and seconded by Commissioner Roberts to approve the item as recommended with the exception of the part dealing with the sewer line discussed above which is

deferred to May 20, 2014.

**APPROVED AS AMENDED; SEWER PORTION OF AGREEMENT DEFERRED TO MAY 20, 2014**

**Aye:** 5 – Commissioner Trantalis, Commissioner DuBose, Vice-Mayor Rogers, Commissioner Roberts and Mayor Seiler

**CM-11 14-0490**

**SECOND AMENDMENT TO OFF STREET PARKING AGREEMENT AND LEASE OF PARKING PERMITS - ADDITIONAL 50 SPACES IN CITY HALL GARAGE - Tower 101 Associates, LLC**

**APPROVED**

**Aye:** 5 – Commissioner Trantalis, Commissioner DuBose, Vice-Mayor Rogers, Commissioner Roberts and Mayor Seiler

**CONSENT RESOLUTION**

**CR-1 14-0479**

**CONSOLIDATED BUDGET AMENDMENT TO FISCAL YEAR 2014 BUDGET – APPROPRIATION**

**ADOPTED**

**Aye:** 5 – Commissioner Trantalis, Commissioner DuBose, Vice-Mayor Rogers, Commissioner Roberts and Mayor Seiler

**CR-2 14-0574**

**RECOGNIZING CONCERNS OF THE MARINE INDUSTRY AS IT RELATES TO FLORIDA EAST COAST ALL ABOARD FLORIDA PROJECT**

**ADOPTED**

**Aye:** 5 – Commissioner Trantalis, Commissioner DuBose, Vice-Mayor Rogers, Commissioner Roberts and Mayor Seiler

**CR-3 14-0627**

**BAHIA MAR - FIRST AMENDMENT TO AMENDED AND RESTATED LEASE AGREEMENT - Rahn Bahia Mar, LLC**

Commissioner Trantalis understood that the current leaseholder is in the process of selling the property and questioned how that would impact the City. The City Manager said this is not a true assignment of lease but the equivalent of a stock sale. The City will continue to operate under the lease that is in place today. This agenda item is an amendment to accommodate the financing entity of the leasehold mortgage to make sure that entity can step into the shoes of the lessee should there be a default due to insolvency for example. Under those circumstances they would be able to operate a lease under their name with the same terms and conditions. There is also a provision that makes sure insurance proceeds would be distributed appropriately. Assistant City Attorney Bob Dunckel said this is not a sale of the leasehold interest. The leasehold is held by an LLC, and one of the members within the LLC is assigning their interest to another member. The entity remains the same. He did not know if it is a majority owner of the LLC. Commissioner Trantalis was concerned that the City may be putting itself in a precarious position by potentially allowing a bank to take over the operation of an important piece of property. He

questioned whether the City should insist on a reverter if they default. The City Manager advised that the current member of the LLC will be the same bank. The lender asked for the same stipulation last August and it was never processed by the City. Dunckel added that was because it would require a lease amendment, so they backed off.

Commissioner Trantalis noted that when a party goes into default, it usually presents an opportunity for the City to get the lease back. Dunckel said in leaseholds of this nature, it is typical that the major stakeholder is the leasehold mortgagee who requires provisions to allow them to step in and cure. The depth of their pockets is usually greater than that of the LLC. There are provisions that allow the leasehold mortgagee to cure defaults. If they take over, that triggers a vetting process to ensure the assignee lessee is qualified. There are no provisions of that nature for the internal workings of the lessee.

Brian Sellstrom, representing Show Management, said Show Management wants to build a strong, long-term future for the boat show and is anxious to negotiate a new lease extension with the new owners. He also wished to address the rent structure on an ongoing basis to accommodate big economic swings.

Art Seitz, 1905 North Atlantic Boulevard, said he predicted years ago that this was a scam. That is exactly what is happening. He questioned whether there are any public benefits. It is extremely important to have at least 40 feet of Intracoastal Waterway promenade, 20 feet of which is impediment-free for bicycles and pedestrians, with 10 feet of royal palms on each side. He suggested enhancements similar to what has been done in Miami Beach and Deerfield Beach. A cohesive plan commissioned by the City, not the developer, is needed.

**Motion** made by Vice-Mayor Rogers and seconded by Commissioner Roberts to approve the item as recommended.

#### **ADOPTED**

**Aye:** 5 – Commissioner Trantalis, Commissioner DuBose, Vice-Mayor Rogers, Commissioner Roberts and Mayor Seiler

**CR-4 14-0074** ACCEPTANCE OF CONVEYANCES OF TWO RIVERWALK LINEAR PARK EASEMENT DEEDS - 1) Las Olas Yacht Club Associates, LTD and 2) The Stranahan House.

Mayor Seiler announced revisions made to Exhibits 1 and 2 of Commission Agenda Memorandum 14-0074 submitted in a supplemental memorandum by Assistant City Attorney Bob Dunckel, which is attached to these minutes.

Art Seitz, 1905 North Atlantic Boulevard, said he was glad to see dedicated land on the Riverwalk which will provide linkage and connectivity. He would like to see an iconic world-class promenade along the Intracoastal Waterway. It is the heart of the city. It is long overdue.

L.F. Rosenthal, 1237 NW 4 Avenue, expressed concerns about why Fort Lauderdale is the stepchild of tourist marketing in Florida and the south. It is a big mistake for the City to ignore Stranahan House. Local resort tax funds are handled by the County or greater Fort Lauderdale entities rather than the City. If the City wants to be competitive against other destinations, it should use Stranahan House as a symbol of tourist marketing.

Mayor Seiler pointed out that Miami Beach gets \$30 million in Tourist Development Tax revenues per year directly, according to their charter whereas Fort Lauderdale has to go through the County. Rosenthal went on to say that Miami Beach is able to outwit its county. Mayor Seiler reiterated that their charter is different. Rosenthal felt there should be a position of tourism director, starting with marketing suntan lotion as mentioned earlier today.

**Motion** made by Vice-Mayor Rogers and seconded by Commissioner Roberts to approve the item as recommended after the resolution was read by title.

**ADOPTED**

**Aye:** 5 – Commissioner Trantalis, Commissioner DuBose, Vice-Mayor Rogers, Commissioner Roberts and Mayor Seiler

**CR-5 14-0515** INTERLOCAL AGREEMENT TO ACCEPT GRANT FUNDING FOR NE 13th STREET COMPLETE STREET PROJECT - NE 4 Avenue to NE 9 Avenue - \$1.5 million - Broward Redevelopment Program - Broward County and Fort Lauderdale Community Redevelopment Agency

**ADOPTED**

**Aye:** 5 – Commissioner Trantalis, Commissioner DuBose, Vice-Mayor Rogers, Commissioner Roberts and Mayor Seiler

**CR-6 14-0559** DISPOSAL OF CITY OWNED SURPLUS PROPERTY PURSUANT TO CITY CHARTER, SECTION 8.04

Commissioner DuBose asked to defer this item so he could discuss it with staff.

Mayor Seiler opened the floor for public comment.

Art Seitz, 1905 North Atlantic Boulevard, felt this is too much money to spend on streetlights. Mayor Seiler explained this item does not involve streetlights.

Raymond Cox, a homeless resident, questioned how surplus property is defined and what considerations are made when disposing of it. Mayor Seiler noted this has been discussed previously. He went on to offer some detail. Cox suggested that the homeless could use surplus land as a safe place to sleep. It is common knowledge among the homeless that the city is unsafe.

There was no one else wishing to speak.

At the request of Commissioner Trantalis, the City Manager explained that the City has received a request from an individual who wants to assemble parcels to build a restaurant. Mayor Seiler pointed out this is not residential property. The City Manager added that the property will be put up for public bid. The highest bid will go forward.

**Motion** made by Commissioner DuBose and seconded by Commissioner Roberts to approve the item as recommended after the resolution was read by title.

**ADOPTED**

**Aye:** 5 – Commissioner Trantalis, Commissioner DuBose, Vice-Mayor Rogers, Commissioner Roberts and Mayor Seiler

**CR-7 14-0573**

QUALIFIED TARGET INDUSTRY TAX REFUND PROGRAM - RECOMMENDING PROJECT COMPACT as a qualified target industry business applicant and providing local support in the amount of \$159,000 contingent upon approval by State of Florida

**ADOPTED**

**Aye:** 5 – Commissioner Trantalis, Commissioner DuBose, Vice-Mayor Rogers, Commissioner Roberts and Mayor Seiler

**PURCHASING AGENDA**

**PUR-1 14-0298**

TWENTY MONTH CONTRACT FOR REVENUE ENHANCEMENT CONSULTANT SERVICES - ISI Water Company d/b/a Water Company of America (WCA)

**APPROVED**

**Aye:** 5 – Commissioner Trantalis, Commissioner DuBose, Vice-Mayor Rogers, Commissioner Roberts and Mayor Seiler

**PUR-2 14-0406**

PURCHASE MECHANICAL BROOM STREET SWEEPER AND VACUUM STREET SWEEPER - Florida Sheriff's Association Contract - \$484,320 from Pat's Pump & Blower L.L.C.

**APPROVED**

**Aye:** 5 – Commissioner Trantalis, Commissioner DuBose, Vice-Mayor Rogers, Commissioner Roberts and Mayor Seiler

**PUR-3 14-0413**

CANCELLATION AND RE-AWARD CONTRACT FOR BOARD-UP SERVICES - canceling award to Kedeco Enterprises, Inc. and awarding one-year contract to 911 Restoration Inc. - estimated annual amount of \$370,250 and authorize City Manager to approve three, one-year renewal options contingent upon appropriation of funds

**REMOVED FROM AGENDA**

**PUR-4 14-0457**

CONTINUE CREDIT CARD PROCESSING SERVICES - not to exceed six months through September 30, 2014 - Elavon, Inc. - \$639,789 and authorize City Officials to execute all necessary documents contingent upon vendor agreeing to continuation

**APPROVED**

**Aye:** 5 – Commissioner Trantalis, Commissioner DuBose, Vice-Mayor Rogers, Commissioner Roberts and Mayor Seiler

**PUR-5 14-0473**

ONE-YEAR CONTRACT FOR PLUMBING SERVICES AND MAINTENANCE - \$89,000 - A-1 Paradise Plumbing, Inc. d/b/a Paradise Service Technologies and authorize City Manager to approve three, one-year renewal options contingent upon appropriation of funds

**APPROVED**

**Aye:** 5 – Commissioner Trantalis, Commissioner DuBose, Vice-Mayor Rogers, Commissioner Roberts and Mayor Seiler

**PUR-6 14-0474**

FINAL RANKING AND COMMENCEMENT OF CONTRACT NEGOTIATIONS - CONSTRUCTION MANAGEMENT SERVICES - U.S. CUSTOMS AND BORDER PROTECTION FACILITY AT EXECUTIVE AIRPORT - top ranked proposer ACAI Associates, Inc.

**APPROVED**

**Aye:** 5 – Commissioner Trantalis, Commissioner DuBose, Vice-Mayor Rogers, Commissioner Roberts and Mayor Seiler

**PUR-7 14-0506**

PURCHASE AIRFIELD LIGHTING COMPUTER CONTROLLED MONITORING SYSTEM - \$313,835 and \$20,066 for construction management oversight - Precision Approach, LLC.

**APPROVED**

**Aye:** 5 – Commissioner Trantalis, Commissioner DuBose, Vice-Mayor Rogers, Commissioner Roberts and Mayor Seiler

**PUR-8 14-0507**

ONE-YEAR CONTRACT FOR PIPE RESTRAINERS - estimated annual amount of \$142,731.50 - Fortline, Inc. and authorize City Manager to approve three one-year renewal options, contingent upon appropriation of funds

**APPROVED**

**Aye:** 5 – Commissioner Trantalis, Commissioner DuBose, Vice-Mayor Rogers, Commissioner Roberts and Mayor Seiler

**PUR-9 14-0512**

ANNUAL UNIT-PRICED MARINE FACILITIES REPAIR MAINTENANCE CONTRACT - \$735,372 - B & M Marine Construction, Inc. and authorize City Manager to approve three, one-year renewal options, contingent upon appropriation of funds

**APPROVED**

**Aye:** 5 – Commissioner Trantalis, Commissioner DuBose, Vice-Mayor Rogers, Commissioner Roberts and Mayor Seiler

**PUR-10 14-0518** TWO-YEAR CONTRACT FOR HORTICULTURAL CHEMICALS - \$318,00 (two-year cost) to various vendors

**APPROVED**

**Aye:** 5 – Commissioner Trantalis, Commissioner DuBose, Vice-Mayor Rogers, Commissioner Roberts and Mayor Seiler

**PUR-11 14-0532** PROPRIETARY PURCHASE OF SINGLE SPACE PARKING METER HOUSINGS - \$33,016.50 - POM Incorporated Inc.

**APPROVED**

**Aye:** 5 – Commissioner Trantalis, Commissioner DuBose, Vice-Mayor Rogers, Commissioner Roberts and Mayor Seiler

**PUR-12 14-0569** PROPRIETARY PURCHASE AND INSTALLATION OF LIGHTING FOR SISTRUNK BOULEVARD - not to exceed \$316,867 to SESCO Lighting Inc. for lighting and \$41,250 to Imperial Electrical Incorporated for lighting installation

Facilities Manager Scott Sundermeier said he became involved in this project in an attempt improve lighting levels on Sistrunk Boulevard with the existing fixtures. They changed the existing 100-watt high-pressure sodium bulbs to 150-watt but did not see any appreciable improvement. Staff then looked into LED lighting. They installed a series of LED fixtures and saw a definite improvement. There are many opportunities for LED fixtures on the market. In order to maintain the integrity of the existing lighting system, he thought the City should stay with the same manufacturer, Phillips Lumec. They have a LED fixture for street lighting and pedestrian lighting that requires changing the fixture. This change will significantly improve the lighting dynamic. Mayor Seiler asked about warranty. He did not know if the streetlight work is under warranty. He explained for Mayor Seiler that they are maintaining integrity of the system including its appearance and the poles in place. The light fixture is being changed. There are many LED fixtures on the market, and some are less expensive than this one. The City Manager explained that this gold-domed fixture is proprietary. Sundermeier indicated other manufacturers could paint the dome, but there would not be consistency with the current design. Mayor Seiler pointed out that the previous lights are brighter than the new ones. There was a mistake of some sort. Commissioner Trantalis noted that the issue at hand is whether there are other available fixtures that would function with the light poles and be less expensive. Mayor Seiler understood the integrity issue if the fixtures are under warranty.

Sundermeier explained there is an increased life expectancy of the fixture and a considerable savings in energy consumption with LED. Commissioner Trantalis questioned why LED lights were not considered in the original design. The City Manager said the project was designed by Wallace, Roberts & Todd LLC and subcontractor Jacobs Engineering.

Sundermeier pointed out on a drawing the fixture that is being replaced. The internal workings are entirely different. There may be some salvage value. The City Manager noted that Sundermeier worked directly with the manufacturer in order to avoid a distribution mark-up. Some dialogue ensued concerning

installation wherein the City Manager advised that the installer was competitively bid on a cooperative agreement. Sundermeier confirmed it was on all types of lighting. He doubted there would be any appreciable difference among installers based on the type of work. Commissioner Trantalis felt the installation cost to be reasonable. Mayor Seiler was disgusted that this was just installed two years ago. Commissioner DuBose pointed out that it was inherited by this Commission.

Mayor Seiler opened the floor for public comment.

Charles King, 105 North Victoria Park Road, was disturbed by such a waste. He did not think the design is attractive. He questioned why the City agreed to a custom approach.

Art Seitz, 1905 North Atlantic Boulevard, agreed with King's comments. It is a waste. There is insufficient light in this area as well as on the beach. He wanted a sidewalk installation on the beach that took several years yet this is \$358,000 being spent in this area.

Christine Timmon, 12 SE 20 Street, supported the improvements that have been made on Sistrunk Boulevard and what is needed to correct the lighting. She went on to comment about inventions by black men.

Raymond Cox, a homeless resident, said the homeless depend on streetlights. From 3 Avenue to downtown, streetlights are lacking. He was concerned as to why Phillips did not advocate for a better light. It is ridiculous that no one could figure out there was an array of light fixtures to choose from. He believed the City should contract with another company.

There was no one else wishing to speak.

**Motion** made by Commissioner DuBose and seconded by Commissioner Roberts to approve the item as recommended.

**APPROVED**

**Aye:** 3 – Commissioner Trantalis, Commissioner DuBose and Commissioner Roberts

**Nay:** 2 – Vice-Mayor Rogers and Mayor Seiler

Commissioner Trantalis pointed out that the Commission will be faced in the future with unique design and product availability issues. He hoped that the City would avoid unique designs that are only available from one source. He believed staff worked to get the best price in this instance. He is relying on staff. Commissioner Roberts agreed mistakes were made. He voted for it because it is a safety issue. Mayor Seiler was upset with the process, not that there were yes votes. He agreed with Commissioner Trantalis that design should not be to such an extent that there is only one option. He was disturbed that the fixtures cannot be competitively replaced. It is not right that the Commission was left with no choice. Commissioner DuBose noted that the community identified the lighting design. It met City standards. The City needs to review its policy on illumination. The information and guidelines that the City has used did not spur a red flag. Therefore, he questioned that there was an opportunity to have a different product. Mayor Seiler agreed. He noted that there were emails from Commissioner DuBose dating back to 2012. He felt it should have been addressed sooner.

**PUR-13 14-0578**      **ADDITIONAL EXPENDITURES FOR UNDERCOVER VEHICLE RENTAL SERVICES - \$14,760 (two-year cost \$29,520) to 2nd Chance Holdings, Inc., d/b/a Budget Care Rental and authorize City Manager**

to approval additional expenditures for two, two-year renewal options, contingent upon appropriation of funds

**APPROVED**

**Aye:** 5 – Commissioner Trantalis, Commissioner DuBose, Vice-Mayor Rogers, Commissioner Roberts and Mayor Seiler

**PUR-14 14-0585**

**ONE-YEAR CONTRACT FOR HISTORIC TAX CREDIT CONSULTANT SERVICES - Brian Wishneff & Associates and authorize City Manager to approve three, one-year renewal options contingent upon needs of City**

**APPROVED**

**Aye:** 5 – Commissioner Trantalis, Commissioner DuBose, Vice-Mayor Rogers, Commissioner Roberts and Mayor Seiler

**CITIZEN PRESENTATIONS**

**CIT-1 14-0616**

**ART SEITZ - Fort Lauderdale Barrier Island - Preservation and Enhancement for Future Generations**

Art Seitz provided a photograph of an accident involving a bicyclist in the bike lane on Federal Highway. There have been numerous deaths in bike lanes. The Commission needs to find the money and provide a remedy other than bike lanes. He drew attention to an aerial linear park in New York City and encouraged that more creative ideas be implemented in Fort Lauderdale.

**CIT-2 14-0617**

**DENNIS ULMER - Remembering Memorial Day**

Dennis Ulmer read from a prepared statement, which is attached to these minutes.

**CIT-3 14-0618**

**CARL JR. GRANT - Proposed Rulemaking for Property Managers - Mandatory Licensing with Florida Department of Business and Professional Regulation**

Carl Grant was not present.

**CIT-4 14-0619**

**CHRISTINE TIMMON - Marriage Reform for Everyone - Personal Liberty**

In reference to the previous speaker's comments, Christine Timmon commented that bicyclists are a nuisance, lack respect and should be on a sidewalk. She went on to say that the U.S. House and Senate are suspended and did not get back to the issue of marriage reform. She spoke about marriage and how it should be defined. She provided a copy of her letter to the Attorney General concerning state controlled sexual bondage, slavery and prostitution in marriages, that was made a part of the record.

**CIT-5 14-0620**

**GUSTAVO PINEIRO - Mortgages on 1609 NW 6 Place and 600 SW**

## 24 Avenue

Gustavo Pineiro commented that the properties at 1609 NW 6 Place and 600 SW 24 Avenue were acquired via tax deed by PPTS, an affiliate of Chase Bank. He asked if the Commission would approve a short sale of the mortgages. The purchase prices of the properties are significantly less than what is owed. The property at 600 SW 24 Avenue was previously under contract but the short sale fell apart. He would like to get the properties up to code so they can go back on the tax rolls and become available as affordable housing. Mayor Seiler questioned why the City would refuse revenue from a mortgage in order to accept reduced revenues from property taxes. Pineiro explained that the mortgages were taken out by the previous property owners before they went into foreclosure. The City is owed almost \$70,000 for the 1609 NW 6 Place and \$88,000 for 600 SW 24 Avenue.

The City Manager explained that these properties involve Housing and Urban Development (HUD)-financed improvements. The City maintains a second mortgage behind the lender. Whatever debt the City forgives, it will ultimately have to pay HUD. They are not performing mortgages. They are tax certificates. When the City gives up the mortgages, it will be responsible to HUD and Pineiro will sell the properties and take the revenue. Mayor Seiler stressed that the City would have to pay the federal government any amount of debt that is forgiven. Pineiro stated that if the mortgages are held for a certain amount of time, the City would not have to repay the debt. He is willing to hold the properties for that period of time. The City Manager explained that the purpose of debt forgiveness is to create a stakeholder in the community who resides at the property and maintains it. Pineiro said he would be providing affordable housing, selling to people who would become stakeholders in the community. Otherwise the City would have to foreclose, pay for them and they would sit with the bank with other properties that have not been sold. Mayor Seiler emphasized that under HUD rules, the Commission cannot forgive debt. The City Manager indicated his recommendation would be not to forgive the loans. Already having a contract on the properties, Pineiro questioned how he could quickly acquire the properties after they are foreclosed on. The City Manager explained that if the City takes over the title, they will sell the properties and anyone can buy them. Vice-Mayor Rogers pointed out that because the properties are in disrepair, there is some liability and an additional liability if anyone gets hurt before they are resold. There might be an option to impose a condition on the deed that would require the sale to meet affordable housing standards. The City Manager added that if the City does not foreclose, then the bank that owns the property can be held accountable. Pineiro did not think the bank would be cooperative because they would be upside down to the extent of some \$75,000. Mayor Seiler explained that HUD imposes the rules. Proceeding with Mr. Pineiro's request would mean that the taxpayers pay in order for Pineiro to do business. Pineiro asked what would be the next channel available. Commissioner DuBose pointed out the difficulties in working with HUD. One transaction can affect multiple future actions. In response to Vice-Mayor Rogers, Pineiro indicated that he does not have title to these properties; rather he is looking to purchase them. Commissioner Trantalis surmised that the properties are not in good condition and are not inhabited. He questioned what leverage the City has with the property owner. The City Manager explained that the property owner is responsible for maintaining the property and keeping it up to code. It was confirmed that both properties are currently in compliance.

Pineiro explained the property at 600 SW 24 Avenue recently came into compliance after numerous violations. Commissioner Trantalis felt it is the owners' responsibility to address those issues. There is nothing the City can do to force the sale.

**RESOLUTIONS**

**R-1 14-0558** APPOINTMENT OF CITY BOARD AND COMMITTEE MEMBERS - vacancy information provided under Conference Item BD-2

The City Clerk announced the appointees/re-appointees who were the subjects of this resolution:

- Audit Advisory Board Kimberly Jackson (Commissioner DuBose)
- Historic Preservation Board Christopher McDonald (Commissioner Roberts)
- Marine Advisory Board Herb Rassing (Commissioner DuBose)
- Planning and Zoning Board Leo Hanson (Vice-Mayor Rogers)
- Walk of Fame Committee Louise Crocco  
Jack Drury  
Marcia Pinder  
Rick Shaw  
George Smith  
Woody Woodbury

Commissioner Trantalis introduced the resolution, which was read by title only.

**ADOPTED**

**Aye:** 5 – Commissioner Trantalis, Commissioner DuBose, Vice-Mayor Rogers, Commissioner Roberts and Mayor Seiler

**R-2 14-0464 QUASI-JUDICIAL - 1055 Federal Plat - Case PL14003**

Applicant: 1055 LLC  
 Location: 1055 East Federal Highway  
 Zoning: Boulevard Business (B-1)  
 Future Land Use: Commercial

Mayor Seiler corrected a typographical error; the Applicant is 1055 LLC.

All individuals wishing to speak on this matter were sworn in.

Members of the Commission announced with whom they had spoken and/or site visits made concerning this matter.

Mayor Seiler reviewed the procedure for the public hearing and opened the floor for public comment.

In response to Commissioner Trantalis, Attorney Robert Lochrie of Lochrie & Chakas, P.A., representing the Applicant, confirmed the site is across from a busy intersection with limited access points for crossing the street. A pedestrian crossing exists to the west. The City is also working with the Florida Department of Transportation (FDOT) to create additional crossings. There is no easy way to get to the movie theater. One either must walk to the west or the north. Commissioner Trantalis felt that people would jaywalk across Federal Highway. This project could create a hazardous situation. There are some creative features to the housing development but it is lacking a good pathway across the street. In response to Commissioner Trantalis, the City Manager advised that staff would address the matter with the City's traffic engineers and FDOT during the site plan review process. Lochrie added that the site plan is still under review, and they will continue discussions with staff about potential improvements. Based on discussions with FDOT, a traffic signal is not possible, nor is a bridge. He understood the safety

concerns. In response to Commissioner Trantalis, he explained that there are numerous reasons why a bridge would not be an option, including cost. The City Manager explained there is an issue with a bridge having to do with space required in order to be ADA compliant. A more effective approach would be to create a sufficient buffer in the median that prohibits crossing at certain points. Commissioner Trantalis thought that would only make it more dangerous for people to cross. Even though the project is being marketed as being close to shops and restaurants, they might as well be a hundred miles away because of the difficulty in crossing the street.

Raymond Cox, a homeless resident, was concerned only the Commission is allowed to use the side door to exit the chambers. He went on to agree with Commissioner Trantalis concerning the safety issue of crossing the street for people in the vicinity of this project.

There being no other individuals wishing to speak on this matter, a **motion** was made by Commissioner Roberts and seconded by Commissioner DuBose to close the public hearing. Roll call showed: AYES: Commissioner Trantalis, Commissioner DuBose, Vice-Mayor Rogers, Commissioner Roberts and Mayor Seiler. NAYS: None.

Commissioner Roberts introduced the resolution, which was read by title only.

**ADOPTED**

**Aye:** 5 – Commissioner Trantalis, Commissioner DuBose, Vice-Mayor Rogers, Commissioner Roberts and Mayor Seiler

**PUBLIC HEARINGS**

**PH-1 14-0462** QUASI-JUDICIAL - FIRST READING OF ORDINANCE - VACATION OF 50 FOOT RIGHT-OF-WAY - Case V14001

Applicant: John T. Loos  
Location: West of Seabreeze Boulevard and East of Lake Drive

All individuals wishing to speak on this matter were sworn in.

Members of the Commission announced with whom they had spoken and/or site visits made concerning this matter.

Mayor Seiler opened the floor for public comment.

Raymond Cox, a homeless resident, questioned whether this area could be used for a place where the homeless could sleep. He did not think it should be vacated. He wanted to know the type of development planned. He did not think this individual should be given any special privilege.

There being no other individuals wishing to speak on this matter, a **motion** was made by Commissioner Trantalis and seconded by Commissioner Roberts to close the public hearing. Roll call showed: AYES: Commissioner Trantalis, Commissioner DuBose, Vice-Mayor Rogers, Commissioner Roberts and Mayor Seiler. NAYS: None.

In response to Commissioner Trantalis, the City Manager explained that the City will not receive any compensation. The concept of a vacation is that unneeded property reverts back to the property owner who first donated it to the City. Vice-Mayor Rogers pointed out that taxes will then be paid for it.

Vice-Mayor Rogers introduced the ordinance, which was read by title only.

**PASSED FIRST READING**

**Aye:** 5 – Commissioner Trantalis, Commissioner DuBose, Vice-Mayor Rogers, Commissioner Roberts and Mayor Seiler

**ORDINANCES**

**O-1 14-0590 SECOND READING OF ORDINANCE AMENDING CODE OF ORDINANCES, CHAPTER 16 SECTION 16-75, PUBLIC INDECENCY - PROHIBITION ON DISPOSAL OF URINE AND FECES**

Mayor Seiler opened the floor for public comment.

Genia Ellis, representing Riverwalk Fort Lauderdale, spoke in support of the item and asked the Commission to continue working on addressing issues relating to homelessness.

Dennis Ulmer, 1007 NW 11 Place, spoke in support of the item. He believed this is a safety issue. He sympathizes with those less fortunate but believes services are the responsibility of Broward County.

Courtney Crush, representing Greater Fort Lauderdale Chamber of Commerce, spoke in support of the item. The Chamber would like to participate in discussions about having a place to sleep.

Reverend Gail Tapscott, representing Unitarian Universalist Church, understood that people cannot do this in public, but there is nowhere else for them to go. Older and disabled people would also benefit from public restrooms and benches. She did not think it is so harmful for people to sleep on public benches. She believed there are more incidents of violence against the homeless than the other way around. Perception is a large part of the problem.

Haylee Becker, representing Food Not Bombs, expressed concern about the lack of public restrooms throughout the city. This should not be criminalized if there are no public restrooms. This will further the policing of people who have no other options. She felt business owners who spoke in favor of the ordinance should be ashamed for endorsing such an ordinance for their own profit. Housing people in jail will not rid the city of homelessness. She questioned a provision in this ordinance that defines public indecency as wearing clothes of the opposite sex, which is discriminatory toward the transgender community. In conclusion, she felt the ordinance is shameful.

Charles Elsesser, 648 Riviera Isle Drive, commended the City on its Housing First program. He did not understand why the proposed ordinance is needed since such acts already are prohibited by ordinance. He opposed the ordinance. The only people affected by this are the homeless. He questioned whether the City would provide receptacles for disposing human waste that is referenced in the ordinance. He suggested the availability of a restroom should be a condition. The *Pottinger* case in Miami specified that any arrests for urination or defecation in public had to be conditioned on the availability of an open, available restroom.

Jeff Weinberger, representing the Broward Homeless Partnership, agreed with comments of the two previous speakers. He referred to discussion this evening on a sewer line construction yet there are no restrooms in the city for the homeless to use once facilities available during the day close. The City should consider funding for public restrooms.

Arnold Abbott, representing the Love Thy Neighbor Fund, said he is against public indecency. He has tried to work with the City for 23 years as a founder of Love Thy Neighbor. Love Thy Neighbor cares very much about the city. Great cities have public restrooms. He urged the Commission to research this subject and change its attitude toward the homeless. There does not have to be an adversarial relationship. He would like the City to work with the homeless.

Sean Cononie, 7508 Grant Court, Hollywood, said that in the next 24 hours, 35,000 children would die of starvation because world leaders have hardened their hearts. If there are grounds for a lawsuit, he indicated one would be pursued. The City's law enforcement outreach team is one of the best in the country. Public restrooms should be provided.

Michael Stoops, representing National Coalition for the Homeless, outlined some of the areas of focus of the Coalition. He referenced the *Pottinger* court decision that stopped criminalizing acts of the homeless and had a positive impact in leading to the creation and operation of homeless assistance centers in Miami-Dade and Broward counties. All cities are somewhat mean to the homeless population. He felt Broward County should be recognized for its task force on homelessness, the Homeless Voice and the homeless assistance centers. There are legal, constitutional, moral and financial arguments as to why the City should not pursue this ordinance. The City is considering other ordinances in addition to the two before the Commission tonight that would prohibit food sharing, solicitation from median strips and camping. There are 17 ordinances currently that are used to target the homeless population. The five proposed ordinances in all are the most that any single jurisdiction has proposed in the Coalition's 31-year history. The trend nationwide is not to criminalize the homeless. The ordinance will not succeed in getting rid of the homeless, nor end homelessness. He urged the Commission to vote no.

Mara Schlackman, vice president of National Lawyers' Guild, South Florida Chapter, referred to a report by the National Law Center on Homelessness and Poverty in conjunction with the International Human Rights Law Clinics at Yale and the University of California which indicated that ordinances prohibiting public urination and defecation are discriminatory and that the lack of access to public restrooms is a human rights violation. In 2012 the United Nations' special repertoire on extreme poverty and human rights found that government should refrain from criminalizing sanitation activities in public spaces when no adequate sanitation services are available. She urged the Commission to vote no.

Liz Barnette, 607 NE 29 Drive, indicated her experience with being homeless for a five-month period. She did not believe there is human equality here. Mayor Seiler explained there is already a longstanding law on the books prohibiting defecation and urination in public. Barnette felt public restrooms are needed to prevent this. She did not think the City should enact a law without providing a solution.

Dean Bairaktaras, 64 Hendrichs Isle, elaborated on several luxury apartments that were approved by this Commission and questioned whether affordable housing is being made available. He commented on the demolition of low income housing and replacement with luxury apartments that are not affordable. The average income in Broward County is \$16,000. Commissioner Trantalis did not believe that statistic is accurate. Bairaktaras went on to say this ordinance equates to a veiled tax for housing people in jail.

Jillian Pim, representing Food Not Bombs, noted that this ordinance and Item O-2 and others previously discussed target homeless individuals. It takes away basic human rights. If this is deemed necessary,

the City should provide public restrooms. She questioned a provision in this ordinance that defines public indecency as wearing clothes of the opposite sex. If the ordinance is being reworked, it should be reviewed in its entirety to make sure all edits are made at one time.

Lorraine Wilby, representing the Task Force for Ending Homelessness, said just today, she counted 68 homeless people on the street. She secured 16 beds at the Salvation Army and 11 at three homeless assistance centers which left 41 people on the street forced to find a place to stay or relieve themselves on the street. There are not enough shelter beds or Housing First spaces to accommodate everyone. She did not think this ordinance is necessary. She was concerned about past practice by the Police Department in conducting bum sweeps to remove the homeless. Commissioner Roberts did away with them when he was chief, but now Chief Adderley has been directed to reinstate them. She did not support punitive laws that have been tested and do not work. There should be solutions, not criminalization.

Raymond Cox, a homeless resident, asked about exceptions to the law. Police are constantly warning people about trespassing. There is a war against the homeless. He likened this to actions taken in the 1980s and college student visitors, except today is about citizens with rights. There are public restroom facilities in other parts of the world. He concluded by saying that everyone is at the mercy of another one's dream.

Stormy Schevis, 438 NE 11 Avenue, said she is a longtime resident of Fort Lauderdale and has worked as a medical social worker at Broward General Medical Center for years as well. She has dealt with the homeless, seeing the impacts. She confirmed for Mayor Seiler that the hospital has public restrooms that are open 24 hours a day. She commented that the new Pope Francis has inspired people to care for the least among us. She finds this ordinance and Item O-2 to be inhumane and unconscionable. The City should make plans to care for these needs. They cannot receive help at the hospital if their identification is confiscated. Storage as well as public restrooms should be provided.

Charles King, 105 North Victoria Park Road, did not understand what is being accomplished with this ordinance if such actions are already illegal. Vagrancy is a lifestyle that is ruining the quality of life for others. This should be a city that people are not afraid to walk around. He would like to see the Homeless Voice and Food Not Bombs put out of business. People from the suburbs are coming into Fort Lauderdale and handing out food to people with no health standards. There is also the matter of camping in public parks. He would like to see the drug and alcohol money cut off and the lifestyle choice taken away. He was concerned about encouraging homeless to come to Fort Lauderdale. Bum sweeps should be reinstated. People should not be allowed to sleep in parking lot areas.

There was no one else wishing to speak.

Commissioner Trantalis noted that the City has made several attempts to help the homeless, such as the Housing First Program. He is sympathetic to those who cannot help themselves. It is not entirely the City's responsibility, but the City does have a role to work with others to help and he wanted to think that the Commission will help. However, the City does not have a responsibility to those who choose to be homeless. Everyone should take personal responsibility and try to take care of themselves. For those who choose to drop out of society, it is a lifestyle choice. The Commission has discussed this to a great extent. The City has found opportunities such as the homeless assistance center which the Commission supports. The ordinances proposed tonight expose some unpleasant aspects. After discussions with stakeholders both individually and as a Commission, it was discovered that there is no answer to every single situation. The ordinances were designed to protect the homeless and maintain a quality of life for all residents in the city, that is, maintaining equilibrium. He elaborated on the previously-raised idea of a

life court that would help with a continuum of care for individual issues. He emphasized that the Commission is trying to work through each issue and work toward a goal that benefits everyone. He could not say that the proposed ordinances represent the best step forward because care for homeless involves more than urination. No one should think that these ordinances are the end of the topic. However, no one thinks it is appropriate to defecate in public for example. The opposition comes from anger that people think the City is not addressing homeless issues and really has nothing to do with this ordinance. Public restrooms exist in various parts of the city. This issue must be examined holistically. The bigger picture is helping those who cannot help themselves, not those who choose homelessness as a lifestyle.

Vice-Mayor Rogers pointed out that a comprehensive homeless strategy exists in the City's action plan. The City wants to work with partners from a holistic perspective. It is important to not lose sight of the endgame. It is frustrating to the Commission because it is the County's obligation, according to its charter, to address many of these issues, but that is not happening. It is always an issue of available resources. The City has done a good job of marshaling partners to leverage resources and will continue to do so. As Commissioner Trantalis indicated, this is one piece of the puzzle. It will take the entire community to address this problem.

Mayor Seiler felt that both Commissioner Trantalis and Vice-Mayor Rogers have made good points. The Commission is working with Broward Health, Hope South Florida, Broward Partnership for the Homeless, United Way, the homeless assistance center and Housing First. The City has one of the best police department homeless outreach teams in the state. The Mission United program that works with homeless veterans has been incredibly successful. The City is taking a comprehensive approach. It is not an attack on the homeless. This Commission has and will continue to work on this issue.

Commissioner Trantalis introduced the ordinance, which was read by title only.

Commissioner Trantalis requested that language relating to transgendered people be deleted. The City Attorney was not specifically aware of the origin or intent other than concealment in the commission of a crime which is addressed by state law. The current wording is unenforceable. There was consensus to make the amendment for second reading.

#### **ADOPTED ON SECOND READING**

**Aye:** 5 – Commissioner Trantalis, Commissioner DuBose, Vice-Mayor Rogers, Commissioner Roberts and Mayor Seiler

**O-2 14-0591** SECOND READING OF ORDINANCE AMENDING CODE OF ORDINANCES, CHAPTER 16, ARTICLE IV - CREATING SECTION 16-83, OUTDOOR STORAGE ON PUBLIC PROPERTY - PROHIBITION OF OUTDOOR STORAGE ON PUBLIC PROPERTY

Mayor Seiler opened the floor for public comment.

Courtney Crush, representing Greater Fort Lauderdale Chamber of Commerce, advised that the Chamber supports this ordinance and is willing to partner with the City as it continues a broader dialogue.

Reverend Gail Tapscott, representing Unitarian Universalist Church, referred to previous comments about partnerships and programs for the homeless, and yet she has not seen visible progress over the years. Some people may not necessarily choose to be homeless, but rather they resist rules. She would

like to see donated space that could be a self-guided community. For example, tent cities are better than no shelter. There are now portable housing options. All sorts of ideas should be examined. She liked the idea of working in partnerships. She thought these two ordinances were the worst things to start with.

Haylee Becker, representing Food Not Bombs, listed things that are daily necessities regardless of whether one lives in a home or not. Storing items outdoors may be an eyesore to some, but it is a life necessity to others. This is targeted at the homeless. Some cities have funded lockers where people can store items safely. The City would already have to pay for storage to house items that are confiscated along with processing costs; therefore those funds could be used for lockers. Making homeless life harder only makes it harder to overcome homelessness. This ordinance helps perpetuate homelessness. If this ordinance will not help resolve homelessness, she questioned why it is being supported. She advocated for a communitywide effort.

Commissioner Trantalis clarified that the law does not say that homeless people cannot have possessions; they just have to remove their belongings from the sidewalk. Becker explained that it is difficult for homeless people to have a presence in public spaces because they are harassed by the police. Mayor Seiler noted that this ordinance does not address where people are allowed to congregate. He pointed out that if an individual is with their possessions, they are not unattended. Commissioner Trantalis explained that the rights of the general public cannot be denied in order to accommodate the rights of the homeless. People should not be obstructed by personal property when walking in a public place. One person's rights do not exclude the rights of another. The individual is given a day to relocate their possessions. Becker reiterated her suggestion of providing lockers. Commissioner Trantalis explained that lockers would enhance opportunities for dangerous activity. Becker wanted the funding to go toward existing organizations. Commissioner Trantalis pointed out that there is funding going toward finding homes for people. Becker felt funding for the housing project is not being efficiently operated.

Charles Elsesser, 648 Riviera Isle Drive, opposed the ordinance. The ordinance preamble indicates that the City recognizes that people do not have a place to put their belongings and that storage facilities will be provided. The Commission agreed to address that matter.

Craig Watts, 10877 NW 6 Street, Coral Springs, felt it is a bad to move forward with punitive measures at the forefront. In response to Mayor Seiler, Watts indicated that he is associated with Royal Palm Christian Church in Coral Springs. Mayor Seiler asked if the church provides storage facilities for the homeless. Watts indicated there are a couple of homeless individuals who come to the church and they are helped in a number of different ways. Sometimes they are permitted to store items. A community's beauty is reflected in how people treat each other, particularly how people treat the most vulnerable. This ordinance is ugly. If provisions are not made for storage, ordinances such as these are cruel and oppressive.

Jeff Weinberger, representing Broward Homeless Partnership, noted that several references have been made to this being a comprehensive approach. He disagreed and felt this is a conscious decision to take a step backward. Progress has nothing to do with the criminalization of homelessness. There has been a backlash from the public reflected in the local and national media. One headline suggested Fort Lauderdale may be the most heartless city in the nation. It is shortsighted to not consider how this would be reflected. He questioned whether the City really cares about the homeless or a solution but rather about expediency toward satisfying powerful patrons. Studies show that the answer to homelessness is providing housing and ongoing services if needed. The U.S. Interagency Council on Homelessness' director recently wrote that permanent support of housing reduces the use of crisis services by people experiencing chronic homelessness. New York City saved over \$10,000 per tenant with similar results in many other places.

Arnold Abbott, representing the Love Thy Neighbor Fund, indicated that he has worked with the homeless for 23 years. He understands this ordinance but does not support it. The homeless carry their belongings on their backs. The City's police department is wonderful, but there are a couple bad apples who have bullied people. People were recently forced to leave an overhang at the library during a terrible rainstorm even though he appealed to the officer for 30 minutes.

Didier Ortiz, 2400 West Broward Boulevard, did not think this is the right step to take. People believe this is an attack on the homeless. Those who support this ordinance support an attack on the homeless. There is no comprehensive plan because there is no comprehensive solution.

Mara Schlackman, representing National Lawyers' Guild, noted that the U.S. Interagency Council on Homelessness recognized in a 2012 report that measures which effectively criminalize homelessness potentially violate the international covenant on civil and political rights. Article 7 in that covenant prohibits cruel and degrading treatment. She felt this is such an ordinance. The United Nations Human Rights Committee received testimony this year and one issue discussed was criminalization of homelessness. They raised concerns that it violates Article 7. She opposed the ordinance.

Liz Barnette, 607 NE 29 Drive, believed everyone has the right to have personal belongings. It is a problem when that right is taken away. The Commission has not considered solutions proposed this evening. She outlined a scenario in which a homeless person could have a seizure and be taken to the hospital. The individual could then not be able to find their belongings if they were not taken to the hospital. An individual may not have enough money to retrieve it from confiscation. A 24 hour notice may not be sufficient if an individual had a severe seizure that required a week's care.

Sandra Lang, 607 NE 29 Drive, understood the problem of having possessions in the right-of-way but also understood there are situations where people are ill, do not have the ability to stay in the area or move their possessions, which creates a problem. They could be lacking medication and identification. A solution should be considered before punitive measures are imposed. She explained that Barnette has previously been homeless and has Asperger Syndrome. She was concerned that Mayor Seiler interrupted her numerous times. Mayor Seiler apologized and explained that he was merely asking questions.

Attorney Barry Butin, representing the Broward American Civil Liberties Union (ACLU), pointed out that the homeless have no lobby or advocates other than those who are speaking out tonight. He expressed concern that the media is not present. The media does not cover homeless issues. Homeless people are victims, not the ones causing the crime. He discussed the *Pottinger* federal lawsuit and what prompted it. Since the case was decided, the homeless are no longer arrested in Miami; the city is safer and there are more facilities. He believed the Commission has good intent, but there is not enough money to address the issue.

Raymond Cox, a homeless resident, suggested that the Commission be sworn in so they are reminded to tell the truth. This is about the homeless, and it is a bad idea. Bullying was accepted in high school but now it is known that there are real consequences. A common method of suicide in the homeless community is standing in front of a train. He questioned whether these ordinances could prompt a homeless individual to commit suicide. This issue is about inconveniencing people who have jobs and homes and do not want to see the homeless. There should be concern about the homeless being afraid of the police. He agreed that there are some bad apples in the police force. He believed that history will look bad on this day as a bad idea.

Charles King, 105 North Victoria Park Road, felt part of the problem is that advocates are supporting homeless people remaining homeless as a legitimate lifestyle. It is not legitimate. He equated the homeless issue to smoking, which was addressed by taxing and launching a public education campaign. Taxing this lifestyle must be done so it is no longer an attractive choice. The Homeless Voice is empowering people to stay on the street for years. It appears that Food Not Bombs does not believe in western civilization; that it is acceptable to live in the public. It is not acceptable. This is a needed law. Feeding programs in public parks should be addressed. Also, people should not be allowed in the intersections.

Jillian Pim, representing Food Not Bombs, said Food Not Bombs does not encourage people to remain homeless. They want to help people meet their needs for survival. They advocate for community.

There was no one else wishing to speak.

Commissioner Roberts introduced the ordinance, which was read by title only.

Commissioner Trantalis noted the ordinance preamble indicates that the City is willing to assist on a limited basis to provide facilities for storage. The City Manager advised that unattended property would be stored at the Police Department for 30 days. Mayor Seiler noted that if the property is deemed a threat, it is held for seven days. Commissioner Trantalis clarified that property is not being confiscated but rather transferred to another location where the individual may retrieve it. Mayor Seiler noted it is being held in a safe place. Commissioner Roberts noted that prior to the *Pottinger* case police were confiscating property and disposing it.

**ADOPTED ON SECOND READING**

**Aye:** 5 – Commissioner Trantalis, Commissioner DuBose, Vice-Mayor Rogers, Commissioner Roberts and Mayor Seiler

**O-3 14-0150 SECOND READING OF ORDINANCE - AMENDMENTS TO UNIFIED LAND DEVELOPMENT REGULATIONS, SPECIFIC LOCATION REQUIREMENTS - Amendment to the Interdistrict Corridor Requirements**

Mayor Seiler opened the floor for public comment.

Raymond Cox, a homeless resident, felt that this ordinance is more well-written than the previous one. He asked who writes the ordinances. He asked if it is amendatory or creating initial provisions.

There was no one else wishing to speak.

Commissioner Roberts introduced the ordinance, which was read by title only.

In response to Commissioner Roberts, Director of Sustainable and Economic Development Jenni Morejon noted that many of the references used in this ordinance already exist in the Unified Land Development Regulations (ULDR). There are intense criteria and methodologies used when considering yard modifications. Staff believes the way this ordinance is written provides the most flexibility to use the 20-foot space to maintain landscaping while also providing connectivity options.

**ADOPTED ON SECOND READING**

**Aye:** 5 – Commissioner Trantalis, Commissioner DuBose, Vice-Mayor Rogers, Commissioner Roberts and Mayor Seiler (Mayor Seiler was not present when roll was called but later requested the record show his yes vote)

**O-4 14-0425** FIRST READING OF ORDINANCE AMENDING UNIFIED LAND DEVELOPMENT REGULATIONS, SECTION 47-19.2, ACCESSORY BUILDINGS, STRUCTURES AND EQUIPMENT, GENERAL AND SECTION 47-23.8, WATERWAY USE - modifying application of yard and setback requirements to swimming pools, hot tubs, spas and other similar or associated structures

Urban Design and Development Manager Ella Parker explained for Commissioner Trantalis that the swimming pool setback requirement is one aspect that would no longer be reviewed as part of the waterway use. The waterway use would continue to be a conditional use. This only relates to pools within the setback. Commissioner Trantalis expressed concern that this would allow someone to build a pool ten feet from the Intracoastal Waterway without seeking City approval. Parker explained that pools are typically below grade and would not have the same impact as a building. The Planning and Zoning Board felt such items should be reviewed administratively. Commissioner Trantalis felt the reason they are not allowed now is because it is too close to the waterway. There are safety and aesthetic issues. He could not support the amendment. Parker explained it is a difference of approximately 15 feet than what is currently permitted. Mayor Seiler also did not support it.

Deputy Director of Sustainable and Economic Development Jenni Morejon commented that over the past decade, when projects subject to the waterway use criteria have gone before the Planning and Zoning Board (PZ Board), the applicant usually incorporates in their site plan some type of pool usage within that 20-foot waterway setback. Typically, if the project is approved, the PZ Board allows a pool within that setback although not up to the water's edge. This has been a pattern approved by the PZ Board. These projects would still be required to go to the PZ Board for approval but the Board has requested by way of a communication to the Commission, that pools, spas and anything less than 2 ½ feet in height to be within the waterway setback. This means no structures, only pool-type use. Mayor Seiler felt it is an improper standard. It is dangerous. It should only be considered if all of the other conditions have been met. Commissioner Trantalis did not think this pattern should be encouraged. Morejon advised that there is still a minimum 5-foot setback from the water's edge. Oftentimes in order to maximize and setback the building, this space is best used for amenities. Projects along waterways are taking advantage of the proximity to the water's edge. This was the PZ Board's recommendation. Projects subject to waterway criteria are still reviewed in terms of neighborhood compatibility. Mayor Seiler felt that neighborhood compatibility is subjective. He believed this has to be considered by exception. Commissioner Trantalis pointed out that it also encourages the building to be closer to the waterway. Vice-Mayor Rogers reasoned that in cases where there is a pool, the developer would want a higher building or encroach somewhere else in order for the project to be cost-efficient. Perhaps 10 instead of five feet would be more palpable. Morejon indicated that for site plans coming before the PZ Board the applicant almost always requests the pool be in the 20-foot waterway yard. Commissioner Trantalis believed it is happening because they are over-building on the site. Vice-Mayor Rogers pointed out it is not a structure; it is only the pool. Mayor Seiler noted that one of the biggest complaints the Commission has received in the last decade is the zero lot line development. This should be granted as an exception only, not as a matter of routine approval.

Commissioner Roberts suggested the item be deferred. He requested the Commission be provided with examples of how this has occurred.

**Motion** made by Commissioner Roberts and seconded by Vice-Mayor Rogers to defer the item to June 3, 2014.

**DEFERRED TO JUNE 3, 2014**

**Aye:** 5 – Commissioner Trantalis, Commissioner DuBose, Vice-Mayor Rogers, Commissioner Roberts and Mayor Seiler

**O-5 14-0529**

**FIRST READING OF ORDINANCE AMENDING CODE OF ORDINANCES, SECTIONS 28-76, 28-141, 28-143, 28-144, 28-145 AND 28-197 - INCREASES TO WASTEWATER RATES, TAPPING CHARGES, WATER RATES, MASTER METER CHARGES, SERVICE AVAILABILITY CHARGES, SPRINKLING CHARGES, FIRE SERVICE CHARGES AND STORMWATER MANAGEMENT RATES**

Commissioner Roberts introduced the ordinance, which was read by title only.

Raymond Cox, a homeless resident, said this ordinance appears to be raising rates. The City has been good about lowering taxes during times of economic uncertainty. However, the reserve fund is down to \$7 million, which is the amount owed to the Federal Emergency Management Agency. He was concerned that there is no planning for a potential hurricane and resultant damage to infrastructure. The City should pay attention to its spend practices.

**PASSED FIRST READING**

**Aye:** 5 – Commissioner Trantalis, Commissioner DuBose, Vice-Mayor Rogers, Commissioner Roberts and Mayor Seiler

There being no other matters to come before the Commission, the meeting was adjourned at 11:28 p.m.

\_\_\_\_\_  
John P. "Jack" Seiler  
Mayor

ATTEST:

\_\_\_\_\_  
Jonda K. Joseph  
City Clerk



CITY OF FORT LAUDERDALE  
City Commission Agenda Memo  
REGULAR MEETING

Supplement to  
#14-0074

5-6-14  
CR-4  
Revisions  
to Exhibits  
1 + 2

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

**FROM:** Robert B. Dunckel, Assistant City Attorney

**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...

Exhibits "1" and "2" to CAM 14-0074 have been superseded by events that occurred after the publication of the Agenda.

Attached you will two revised Riverwalk Linear Park Easement Deeds. There have been some "fast minute" adjustments that had to be made relative to the Sketches and Descriptions of the Easement Areas over the sovereignty submerged lands.

As to **The Stranahan House**, we are substituting a new Exhibit "B" for the Exhibit "B" that was formerly attached as back-up to CAM # 14-0074.

As to **Las Olas Yacht Club Associates, Ltd.**, a new Exhibit "E" was delivered to us yesterday. This new Exhibit "E" generated a need for revisions to the text of the Easement. Upon further review, it became evident that there was a need for the Engineers/Surveyors to "true-up" the Sketches and Descriptions both (a) as between Exhibit "E" and other Exhibits to the Easement Deed, as well as (b) verifying that there is a seamless match Exhibit "E" and the Riverwalk Improvements.

Accordingly, at this time, Exhibit "E" is not being attached as an Exhibit to the Riverwalk Linear Park Easement Deed for Las Olas Yacht Club Associates, Ltd. It will be handed out as a separate document with this Supplemental CAM so that the Commission can review its approximate location and dimensions.

A "trued-up" Exhibit "E" will be inserted into the Easement Deed when the Engineers/Surveyors are satisfied as to criteria (a) and (b) set forth above. Once agreed upon, the Easement Deed and Exhibits will be executed by the Grantor and thereafter counter-executed by the proper City officials.

**Recommendation**

May 6, 2014  
CAM #14-0074

Page 1 of 2

It is recommended that the City Commission adopt a Resolution accepting the two Riverwalk Linear Park Easement Deeds from 1) Las Olas Yacht Club Associates, Ltd. and 2) The Stranahan House as set forth above.

Attachment:

- Exhibit "1" Riverwalk Linear Park Easement Deed – The Stranahan House
- Exhibit "2" Riverwalk Linear Park Easement Deed – Las Olas Yacht Club Associates
- Exhibit "3" Exhibit "E" (to be revised as needed)

cc: Lee R. Feldman, City Manager  
Cynthia Everett, City Attorney  
Jonda Joseph, City Clerk

**This Instrument Prepared by:**

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

**RECORDED AND RETURN TO:**

Garry W. Johnson, Esq.  
GARRY W. JOHNSON, P.A.  
750 Southeast 3<sup>rd</sup> 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 Lineal 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**

\_\_\_\_\_  
\_\_\_\_\_  
[Witness type or print name]

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

\_\_\_\_\_  
\_\_\_\_\_  
[Witness type or print name]

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

**ATTEST:**

(CORPORATE SEAL)

\_\_\_\_\_  
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**

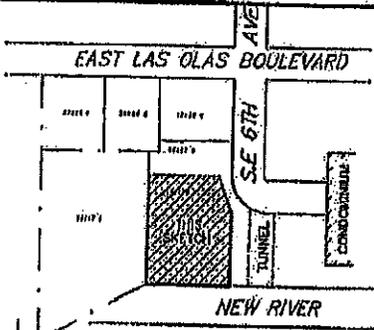
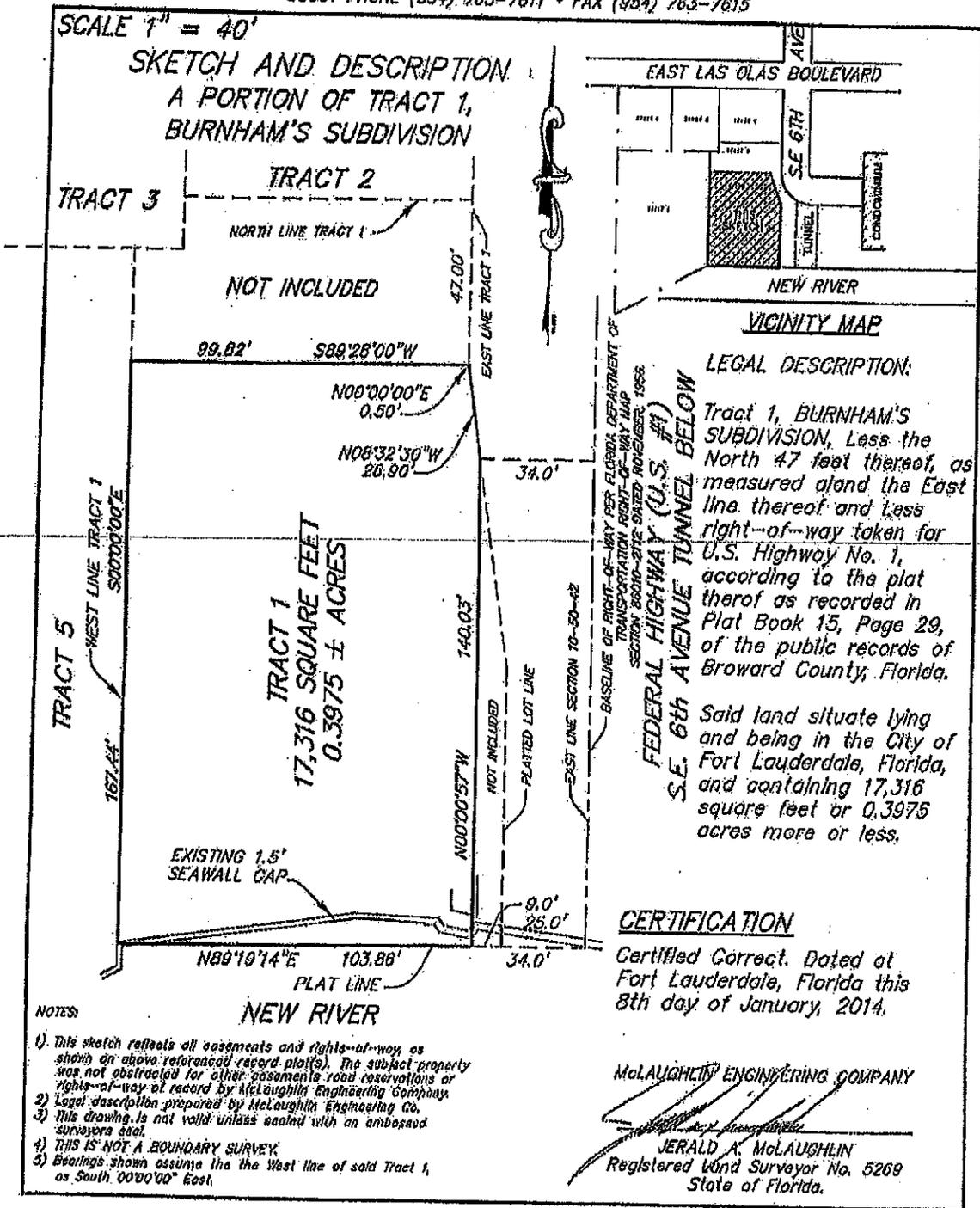


**McLAUGHLIN ENGINEERING COMPANY**  
**LB#285**

ENGINEERING \* SURVEYING \* PLATTING \* LAND PLANNING  
 400 N.E. 3rd AVENUE FORT LAUDERDALE, FLORIDA  
 33301 PHONE (954) 763-7811 \* FAX (954) 763-7815

SCALE 1" = 40'

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



**VICINITY MAP**

**LEGAL DESCRIPTION:**

BASELINE OF RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 88010-8112 DATED NOVEMBER, 1958  
**FEDERAL HIGHWAY (U.S. #1)**  
**S.E. 6th AVENUE TUNNEL BELOW**

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  
 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 as recorded by McLaughlin Engineering Company.
- 2) Legal description prepared by McLaughlin Engineering Company.
- 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 West line of said Tract 1, as South 00°00'00" East.

FIELD BOOK NO. \_\_\_\_\_  
 JOB ORDER NO. U-8725  
 REF. DWG.: 13-2-

DRAWN BY: JMM/K  
 CHECKED BY: \_\_\_\_\_  
 C: JMM/K/2014/U8725

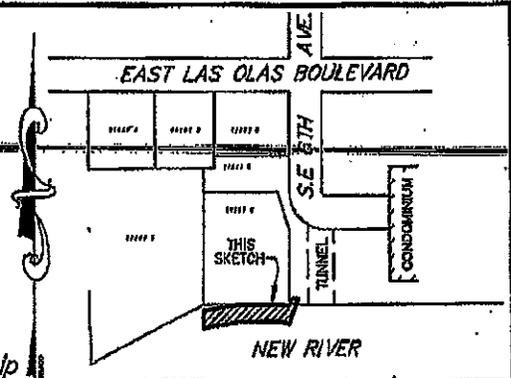
**Exhibit B – Legal Description of Riverwalk Easement Area**



**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

*[Signature]*  
 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 surveyor's 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: JMM/r

JOB ORDER NO. U-8725, U-9147

CHECKED BY: \_\_\_\_\_

REF. DWG.: 13-2-

C: \JMM\r\2014\U8725

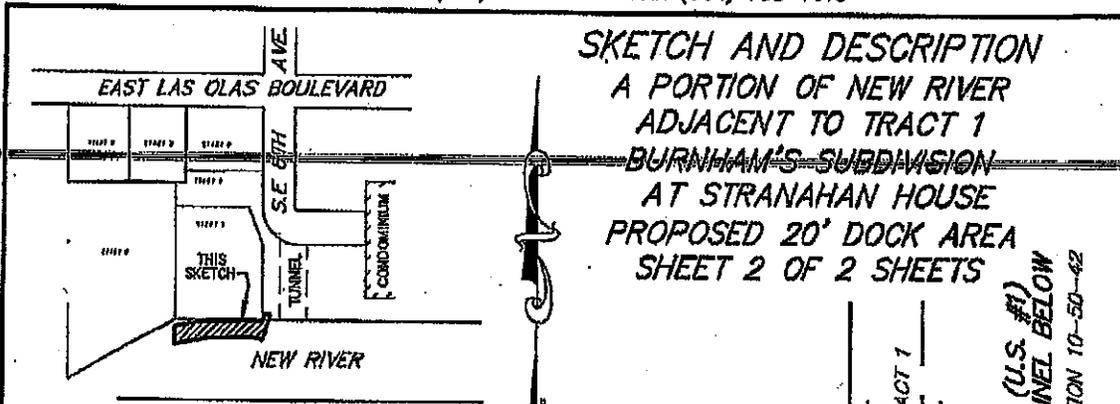
**EXHIBIT "B"**



**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

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

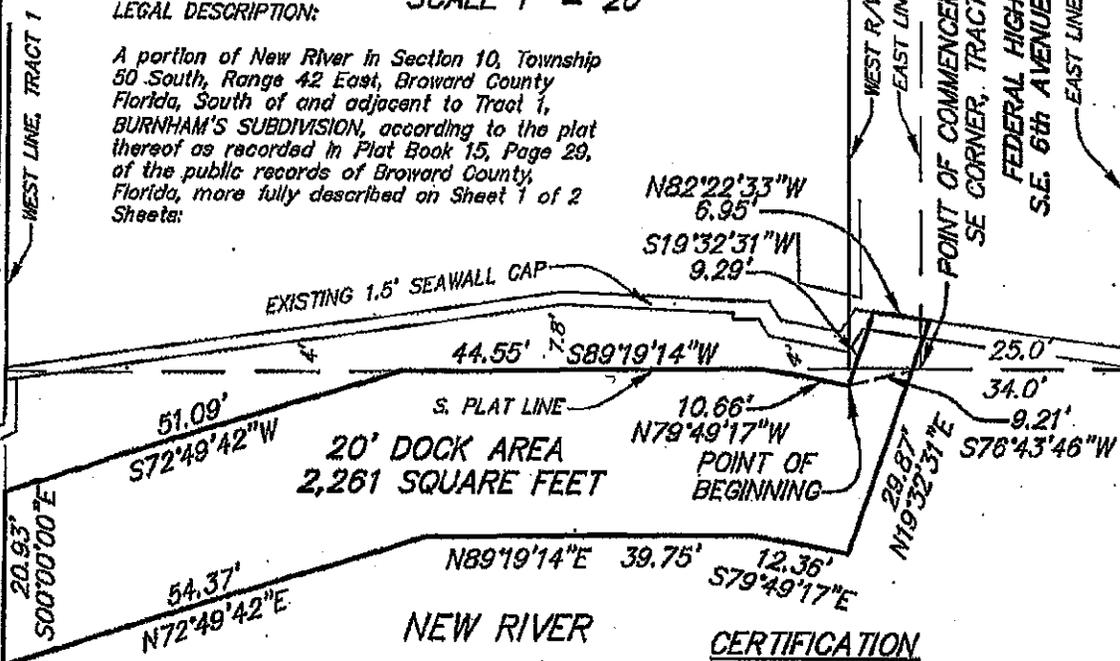


**VICINITY MAP**

**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 on Sheet 1 of 2 Sheets:

**SCALE 1" = 20'**



**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.

**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: JMM/r

JOB ORDER NO. U-8725, U-9149

CHECKED BY: \_\_\_\_\_

REF. DWG.: 13-2-

C: \JMM/r/2014/U8725

**This Instrument Prepared by:**

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

**RECORDED AND RETURN TO:**

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

**RIVERWALK LINEAR PARK EASEMENT**

**THIS RIVERWALK LINEAR PARK EASEMENT** (this "**Easement**"), made this \_\_\_ day of \_\_\_\_\_, 2014, by **LAS OLAS YACHT CLUB ASSOCIATES, LTD.**, a Florida Limited Partnership ("**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.**

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: **GRANTOR:**

**LAS OLAS YACHT CLUB ASSOCIATES,  
LTD.**

\_\_\_\_\_  
Print Name:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Print Name:

**STATE OF FLORIDA  
COUNTY OF BROWARD**

The foregoing instrument was acknowledged and subscribed before me on

\_\_\_\_\_, 2014, by \_\_\_\_\_, as

\_\_\_\_\_ of **LAS OLAS YACHT CLUB ASSOCIATES, LTD.**  who are personally known

to me or  who have produced identification \_\_\_\_\_ and

who  did  did not take an oath.

SEAL

\_\_\_\_\_  
Print Name:

Commission Expires:

**GRANTEE:**

**CITY OF FORT LAUDERDALE**

**WITNESSES:**

\_\_\_\_\_

[Witness type or print name]

\_\_\_\_\_

[Witness type or print name]

(CORPORATE SEAL)

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

By \_\_\_\_\_  
Lee R. Feidman, City Manager

**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

G:\rbd office\2013\Real Property\Easements\RiverwalkEasement\Related Group\05.06.14(b) Related (rbd.1).docx

[EXHIBITS AND MORTGAGE SUBORDINATION AGREEMENT FOLLOWS]

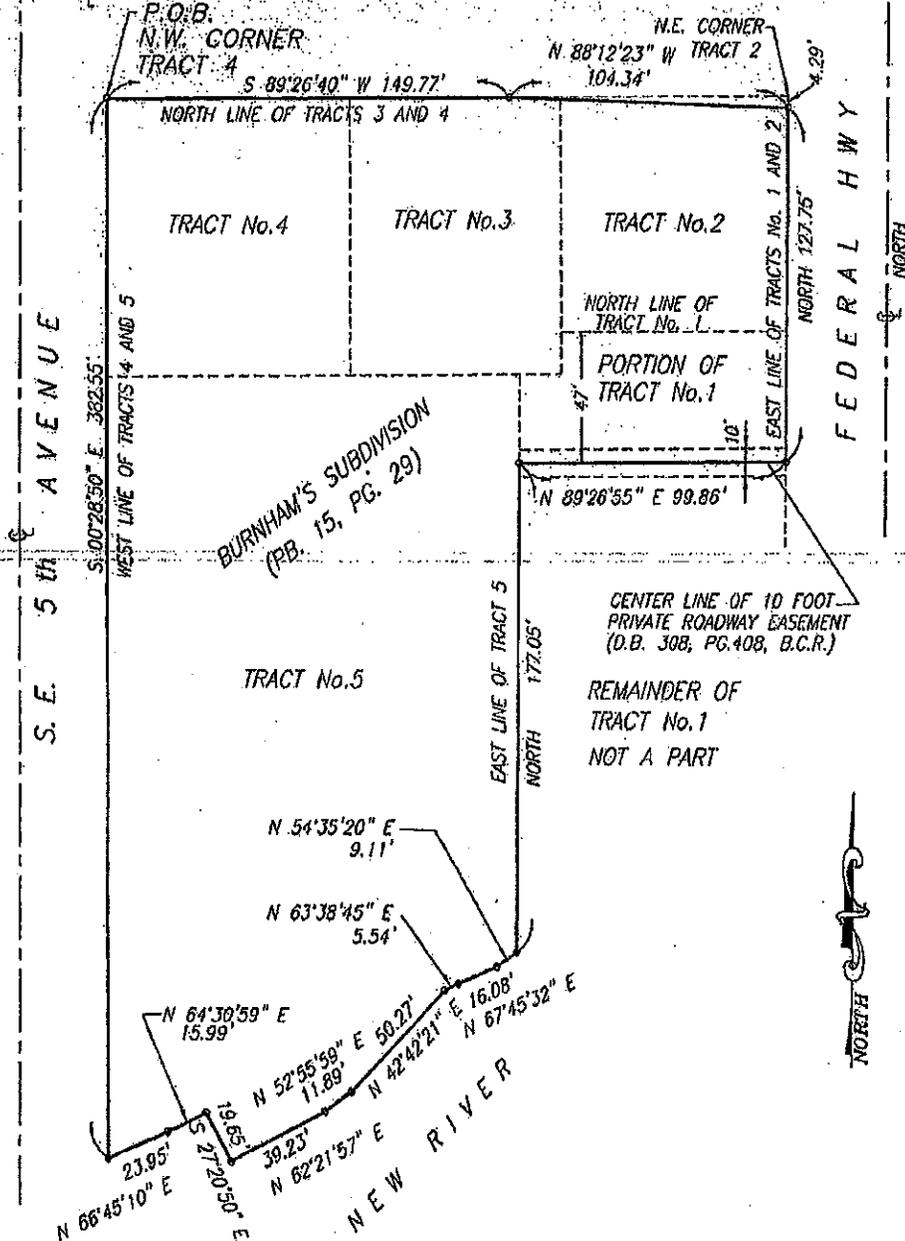
**Exhibit A – Legal Description of Property**

.....

# SKETCH TO ACCOMPANY LEGAL DESCRIPTION

## EXHIBIT A PROPERTY

EAST LAS OLAS BOULEVARD



SCALE 1"=60'

SHEET 1 OF 2 SHEETS

	<p><i>Schwabke-Shiskin &amp; Associates, Inc.</i>                  LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAY-MIRAMAR, FL 33025                  PHONE No. (954) 435-7010 FAX No. (954) 438-3288</p>	<p>REVISIONS</p>
	<p>ORDER NO. 202232                  DATE: NOVEMBER 25, 2013                  THIS IS NOT A "BOUNDARY SURVEY"                  CERTIFICATE OF AUTHORIZATION No. LB-07</p>	<p>PREPARED UNDER MY SUPERVISION                    MARK STEVEN JOHNSON, SEC'Y &amp; TREASURER                  FLORIDA PROFESSIONAL LAND SURVEYOR No. 4775</p>

# 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 PLAT THEREOF AS RECORDED IN PLAT BOOK 15 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 66 DEGREES 45 MINUTES 10 SECONDS EAST FOR 23.95 FEET; THENCE NORTH 64 DEGREES 30 MINUTES 59 SECONDS EAST FOR 15.99 FEET; THENCE SOUTH 27 DEGREES 20 MINUTES 50 SECONDS EAST FOR 19.65 FEET; THENCE NORTH 62 DEGREES 21 MINUTES 57 SECONDS EAST FOR 39.23 FEET; THENCE NORTH 52 DEGREES 55 MINUTES 59 SECONDS EAST FOR 11.89 FEET; THENCE NORTH 42 DEGREES 42 MINUTES 21 SECONDS EAST FOR 50.27 FEET; THENCE NORTH 63 DEGREES 38 MINUTES 45 SECONDS EAST FOR 5.54 FEET; THENCE NORTH 67 DEGREES 45 MINUTES 32 SECONDS EAST FOR 16.08 FEET; THENCE NORTH 54 DEGREES 35 MINUTES 20 SECONDS EAST FOR 9.11 FEET (THE LAST DESCRIBED NINE COURSES WERE ALONG THE FACE OF THE SAID EXISTING SEAWALL); THENCE NORTH, ALONG THE EAST LINE OF SAID TRACT 5, FOR 177.05 FEET; THENCE NORTH 89 DEGREES 26 MINUTES 55 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 4.29 FEET SOUTH OF THE NORTHEAST CORNER OF SAID TRACT 2; THENCE NORTH 88 DEGREES 12 MINUTES 23 SECONDS WEST, FOR 104.34 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT 3; THENCE SOUTH 89 DEGREES 26 MINUTES 40 SECONDS WEST, ALONG THE NORTH LINE OF SAID TRACTS 3 AND 4 FOR 149.77 FEET TO THE POINT OF BEGINNING.

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

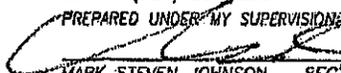
### NOTES:

- 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.

### LEGEND:

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

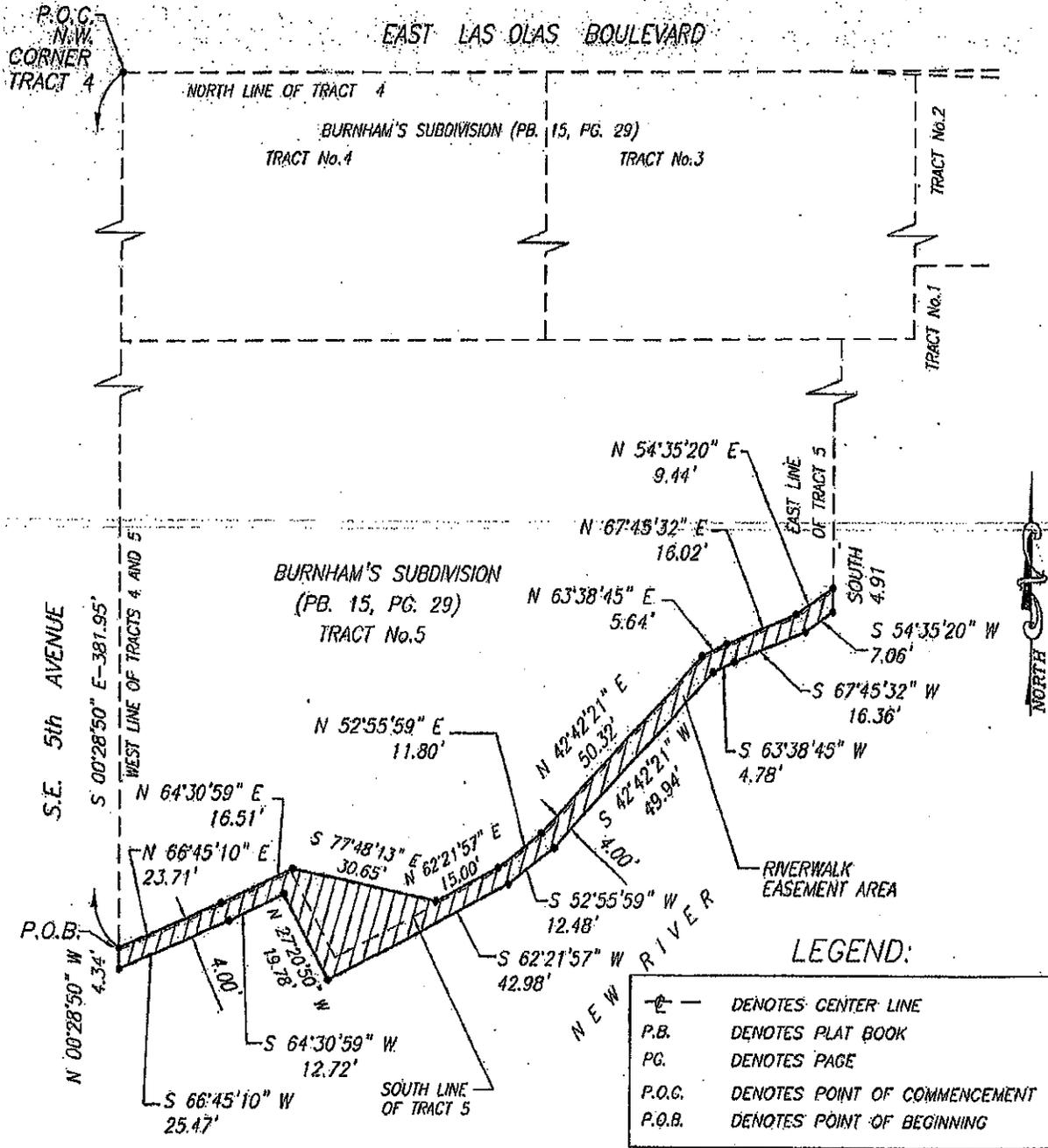
SHEET 2 OF 2 SHEETS

	<p><i>Schwabke-Shiskin &amp; Associates, Inc.</i>                  LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAY-MIRAMAR, FL 33025                  PHONE No. (954)435-7010 FAX No. (954)438-3288</p>	REVISIONS <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
	ORDER NO. 202232 DATE: NOVEMBER 25, 2013 THIS IS NOT A "BOUNDARY SURVEY" CERTIFICATE OF AUTHORIZATION No. LB-87	PREPARED UNDER MY SUPERVISION  MARK STEVEN JOHNSON, SEC'Y & TREASURER FLORIDA PROFESSIONAL LAND SURVEYOR No. 4775

**Exhibit B – Legal Description of Riverwalk Easement Area**

# SKETCH TO ACCOMPANY LEGAL DESCRIPTION

## EXHIBIT B—RIVERWALK EASEMENT AREA



SCALE 1"=30'

SHEET 1 OF 2 SHEETS

*Schwelke-Shishin & Associates, Inc.*  
 LAND SURVEYORS—ENGINEERS—LAND PLANNERS — 3240 CORPORATE WAY—MIRAMAR, FL 33025  
 PHONE No. (954) 435-7010      FAX No. (954) 438-3288

ORDER NO. 202232  
 DATE: NOVEMBER 25, 2013

PREPARED UNDER MY SUPERVISION:

THIS IS NOT A "BOUNDARY SURVEY"  
 CERTIFICATE OF AUTHORIZATION No. LB-8

MARK STEVEN JOHNSON, SEC'Y & TREASURER  
 VAL. LAND SURVEYOR No. 4775

REVISIONS

EXHIBIT "B"

Page 1 of 2

# LEGAL DESCRIPTION TO ACCOMPANY SKETCH

## EXHIBIT B-RIVERWALK EASEMENT AREA

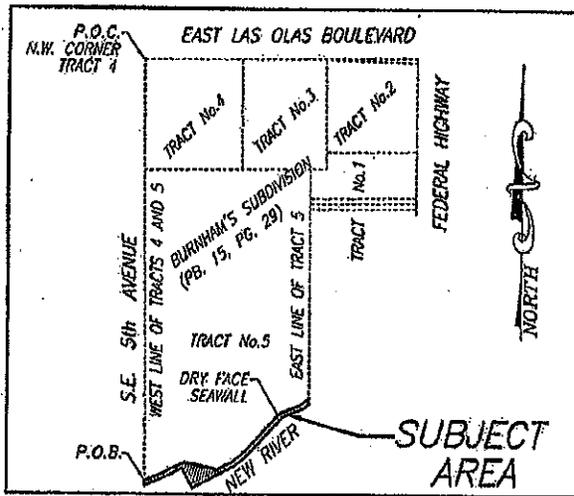
A PORTION OF TRACT 5 OF "BURNHAM'S SUBDIVISION", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, AT PAGE 29 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND A PORTION OF SOVEREIGNTY SUBMERGED LAND IN SECTION 10, TOWNSHIP 50 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF TRACT 4, OF SAID PLAT OF "BURNHAM'S SUBDIVISION"; THENCE SOUTH 00 DEGREES 28 MINUTES 50 SECONDS EAST, ALONG THE WEST LINE OF SAID TRACTS 4 AND 5, FOR 381.95 FEET TO THE DRY FACE OF EXISTING SEAWALL AND THE POINT OF BEGINNING; THENCE NORTH 68 DEGREES 45 MINUTES 10 SECONDS EAST FOR 23.71 FEET; THENCE NORTH 64 DEGREES 30 MINUTES 59 SECONDS EAST FOR 16.51 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 48 MINUTES 13 SECONDS EAST FOR 30.65 FEET; THENCE NORTH 62 DEGREES 21 MINUTES 57 SECONDS EAST FOR 15 FEET; THENCE NORTH 52 DEGREES 55 MINUTES 59 SECONDS EAST FOR 11.80 FEET; THENCE NORTH 42 DEGREES 42 MINUTES 21 SECONDS EAST FOR 50.32 FEET; THENCE NORTH 63 DEGREES 38 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 SOUTH, ALONG THE EAST LINE OF SAID TRACT 5, FOR 4.91 FEET; THENCE SOUTH 54 DEGREES 35 MINUTES 20 SECONDS WEST FOR A DISTANCE OF 7.06 FEET; THENCE SOUTH 67 DEGREES 45 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 55 MINUTES 59 SECONDS WEST FOR 12.48 FEET; THENCE SOUTH 62 DEGREES 21 MINUTES 57 SECONDS WEST FOR 42.98 FEET; THENCE NORTH 27 DEGREES 20 MINUTES 50 SECONDS WEST FOR 19.78 FEET; THENCE SOUTH 64 DEGREES 30 MINUTES 59 SECONDS WEST FOR 12.72 FEET; THENCE SOUTH 66 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 5; THENCE NORTH 00 DEGREES 28 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



**Schwebke-Shiskin & Associates, Inc.**  
LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAY-MIRAMAR, FL 33025  
PHONE No. (954) 435-7010 FAX No. (954) 438-3288  
ORDER NO. 202232  
DATE: NOVEMBER 25, 2013  
THIS IS NOT A "BOUNDARY SURVEY"  
CERTIFICATE OF AUTHORIZATION No. LB-87

PREPARED UNDER MY SUPERVISION:

MARK STEVEN JOHNSON, SEC'Y & TREASURER  
FLORIDA PROFESSIONAL LAND SURVEYOR No. 4775

### REVISIONS

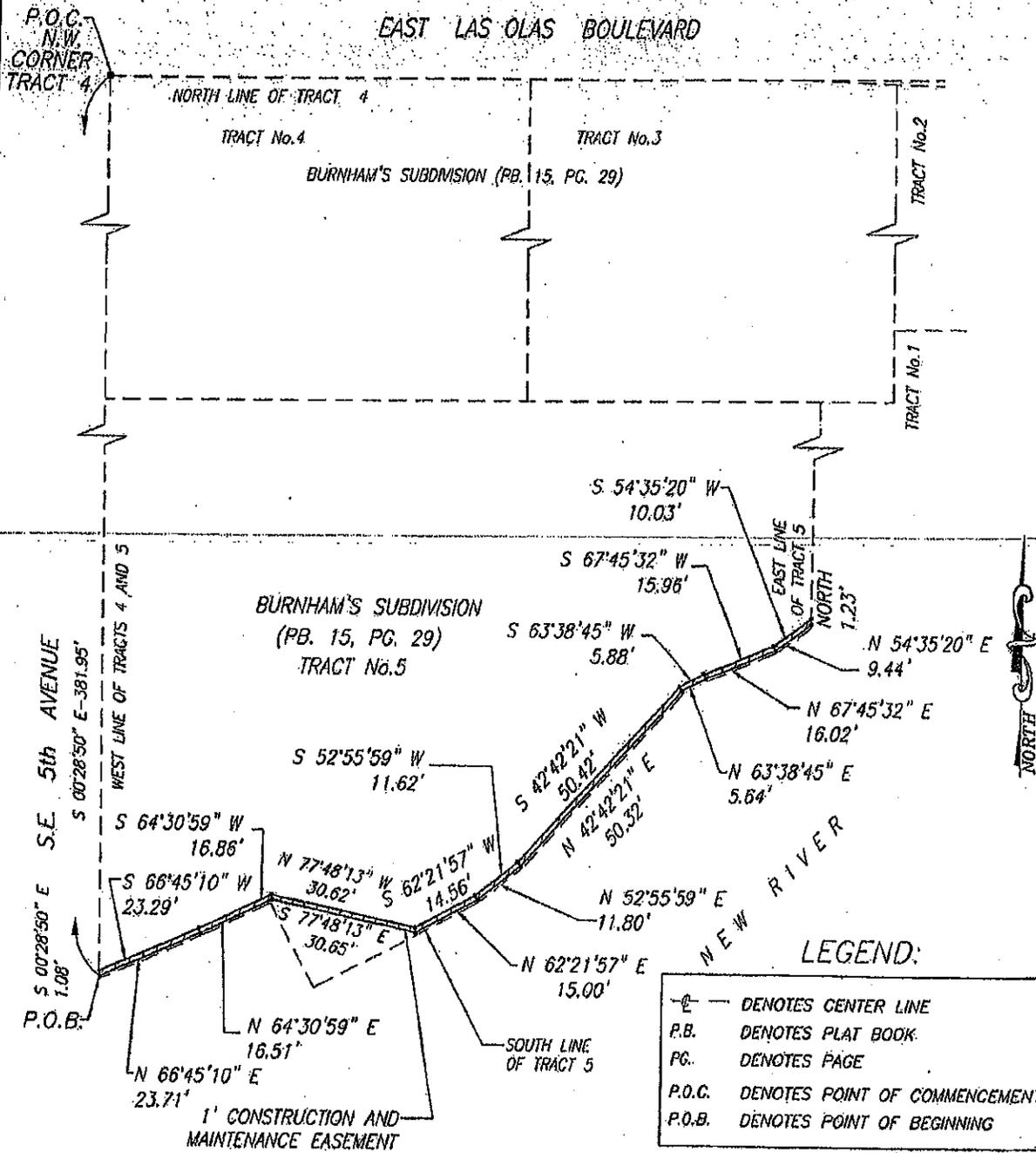
EXHIBIT "B"

Page 2 of 2

**Exhibit C – Legal Description of Construction and Maintenance Easement Area**

# SKETCH TO ACCOMPANY LEGAL DESCRIPTION

## EXHIBIT C-CONSTRUCTION AND MAINTENANCE EASEMENT AREA



SCALE 1"=30'

SHEET 1. OF 2 SHEETS

*Schwelke-Shiskin & Associates, Inc.*

LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAY-MIRAMAR, FL 33025

PHONE No. (954) 435-7010      FAX No. (954) 438-3288

ORDER NO. 202232

DATE: NOVEMBER 25, 2013

THIS IS NOT A "BOUNDARY SURVEY"  
CERTIFICATE OF AUTHORIZATION No. LB-87

PREPARED UNDER MY SUPERVISION:

MARK STEVEN JOHNSON      SECY & TREASURER  
FLORIDA PROFESSIONAL LAND SURVEYOR No. 4775

REVISIONS

# LEGAL DESCRIPTION TO ACCOMPANY SKETCH

## EXHIBIT C-CONSTRUCTION AND MAINTENANCE EASEMENT AREA

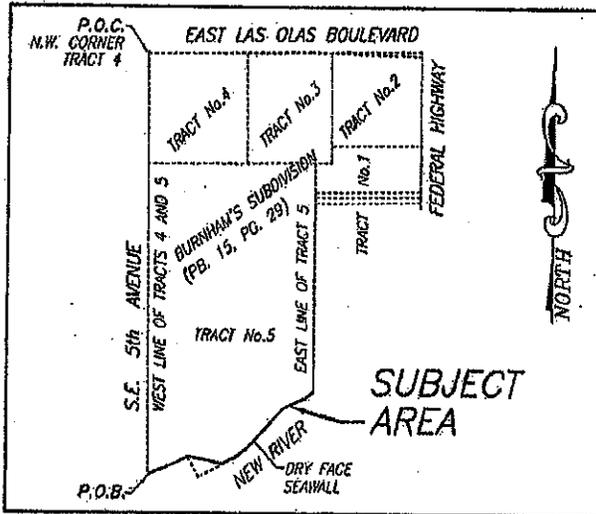
A PORTION OF TRACT 5 OF "BURNHAM'S SUBDIVISION", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15 AT PAGE 29 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF TRACT 4, OF SAID PLAT OF "BURNHAM'S SUBDIVISION"; THENCE SOUTH 00 DEGREES 28 MINUTES 50 SECONDS EAST, ALONG THE WEST LINE OF SAID TRACTS 4 AND 5, FOR 381.95 FEET TO THE DRY FACE OF EXISTING SEAWALL AND THE POINT OF BEGINNING; THENCE NORTH 68 DEGREES 45 MINUTES 10 SECONDS EAST FOR 23.71 FEET; THENCE NORTH 64 DEGREES 30 MINUTES 59 SECONDS EAST FOR 16.51 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 48 MINUTES 13 SECONDS EAST FOR 30.65 FEET; THENCE NORTH 62 DEGREES 21 MINUTES 57 SECONDS EAST FOR 15.00 FEET; THENCE NORTH 52 DEGREES 55 MINUTES 59 SECONDS EAST FOR 11.80 FEET; THENCE NORTH 42 DEGREES 42 MINUTES 21 SECONDS EAST FOR 50.32 FEET; THENCE NORTH 63 DEGREES 38 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 5, FOR 1.23 FEET; THENCE SOUTH 54 DEGREES 35 MINUTES 20 SECONDS WEST FOR A DISTANCE OF 10.03 FEET; THENCE SOUTH 67 DEGREES 45 MINUTES 32 SECONDS WEST FOR 15.96 FEET; THENCE SOUTH 63 DEGREES 38 MINUTES 45 SECONDS WEST FOR 5.88 FEET; THENCE SOUTH 42 DEGREES 42 MINUTES 21 SECONDS WEST, FOR 50.42 FEET; THENCE SOUTH 52 DEGREES 55 MINUTES 59 SECONDS WEST FOR 11.62 FEET; THENCE SOUTH 62 DEGREES 21 MINUTES 57 SECONDS WEST FOR 14.56 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 77 DEGREES 48 MINUTES 13 SECONDS WEST FOR 30.62 FEET; THENCE SOUTH 64 DEGREES 30 MINUTES 59 SECONDS WEST FOR 16.86 FEET; THENCE SOUTH 66 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 28 MINUTES 50 SECONDS WEST FOR 1.08 FEET TO THE POINT OF BEGINNING.

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

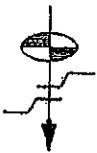
### NOTES:

- 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



*Schwabke-Shishkin & Associates, Inc.*  
 LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAY-MIRAMAR, FL 33025  
 PHONE No. (954)435-7010 FAX No. (954)438-3288  
 ORDER NO. 202232  
 DATE: NOVEMBER 25, 2013  
 THIS IS NOT A "BOUNDARY SURVEY"  
 CERTIFICATE OF AUTHORIZATION No. LB-87

PREPARED UNDER MY SUPERVISION:  
  
 MARK STEVEN JOHNSON, SEC'Y & TREASURER  
 FLORIDA PROFESSIONAL LAND SURVEYOR No. 4775

REVISIONS

### 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. Mortgage, Assignment of Rents and Security Agreement executed by Las Olas Yacht Club Associates, Ltd., a Florida limited partnership in favor of Bank of America, N.A., a national banking association, dated as of October 31, 2006 in Official Records Book 43048, Page 840, as modified by instrument recorded November 9, 2007, in Official Records Book 44804, Page 451 and recorded August 5, 2008, in Official Records Book 45589, Page 916, and assigned to City National Bank of Florida recorded January 21, 2010, in Official Records Book 47579, Page 1015, and modified by instrument recorded December 10, 2010, in Official Records Book 47579, Page 1021.
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.

**Exhibit E - Submerged Riverwalk Easement Area**



**EXHIBIT "E" (to be revised as needed)**



**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

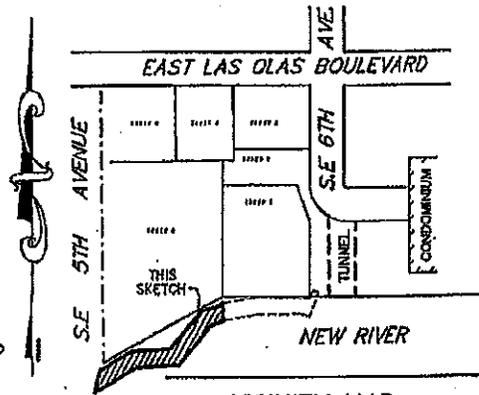
**SKETCH AND DESCRIPTION**  
**A PORTION OF TRACT 5,**  
**BURNHAM'S SUBDIVISION**  
**PROPOSED 20' DOCK**  
**AND SEAWALL AREA**  
**SHEET 1 OF 2 SHEETS**

**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 4.86 feet; thence South 13°54'27" West, a distance of 27.02 feet; thence North 61°39'48" East, a distance of 61.89 feet; thence North 86°26'12" East, a distance of 53.22 feet; thence North 39°44'05" East, a distance of 60.33 feet; thence North 66°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 53°08'57" West, a distance of 7.99 feet; thence South 75°47'49" West, a distance of 21.25 feet; thence South 39°44'05" West, a distance of 58.21 feet; thence South 86°26'12" West, a distance of 48.98 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.



VICINITY MAP

**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 surveyors seal.
- 4) THIS IS NOT A BOUNDARY SURVEY.
- 5) Bearings shown assume the the West line of said Tract 4 & 5, as South 00°27'40" East.

**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, U-9147

CHECKED BY: \_\_\_\_\_

REF. DWG.: 13-2-

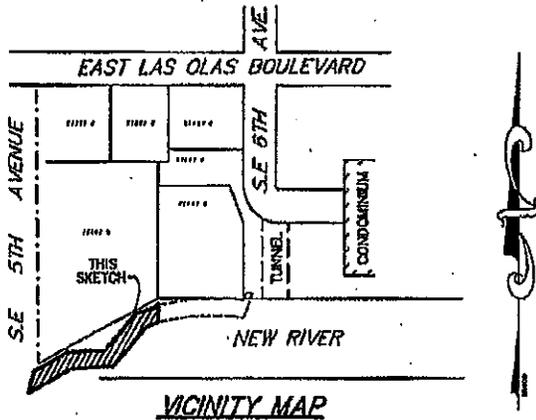
C: JMMjr/2014/U8725



**McLAUGHLIN ENGINEERING COMPANY**  
**LB#285**

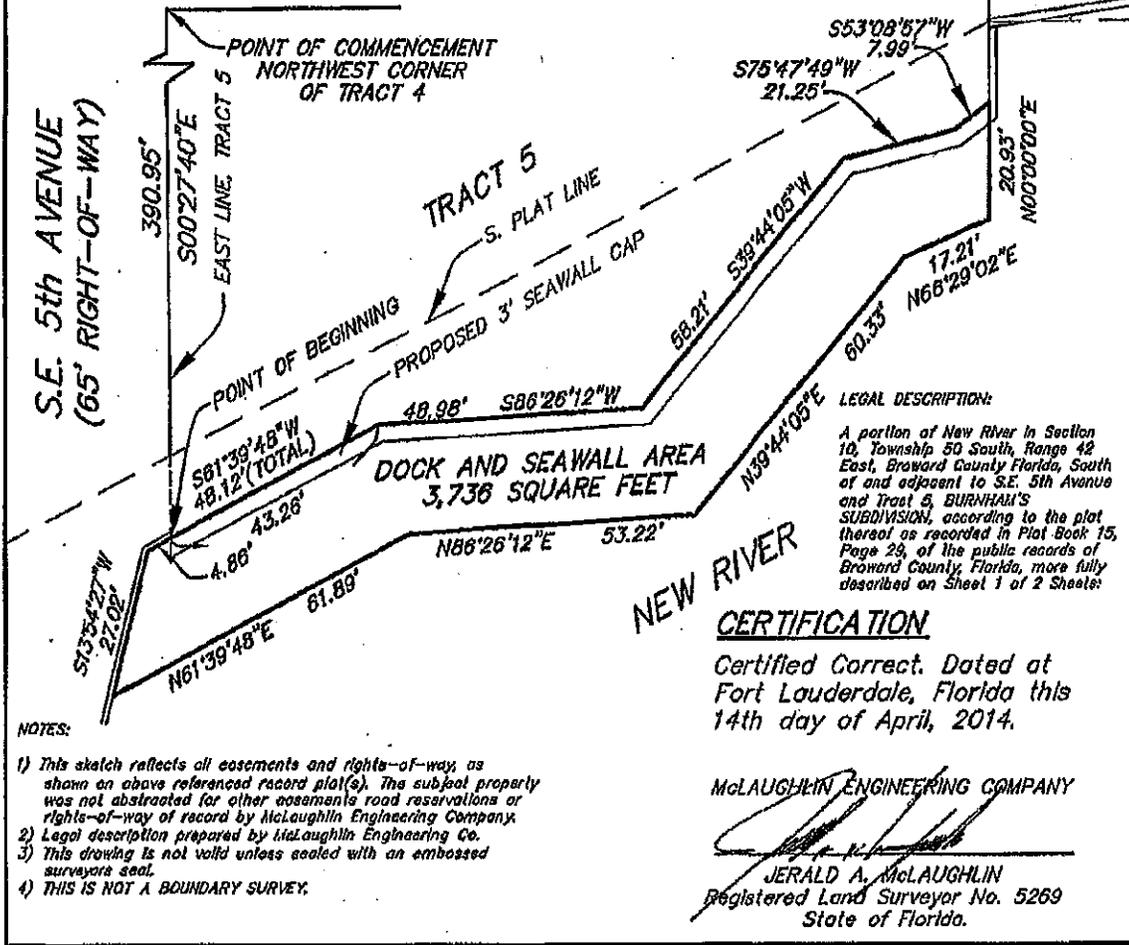
ENGINEERING \* SURVEYING \* PLATTING \* LAND PLANNING  
 400 N.E. 3rd AVENUE FORT LAUDERDALE, FLORIDA  
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**SKETCH AND DESCRIPTION**  
**A PORTION OF NEW RIVER**  
**ADJACENT TO TRACT 5,**  
**BURNHAM'S SUBDIVISION**  
**PROPOSED 20' DOCK**  
**AND SEAWALL AREA**  
**SHEET 2 OF 2 SHEETS**



**VICINITY MAP**

SCALE 1" = 30'



**LEGAL DESCRIPTION:**

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**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.

**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 either easements road reservations or rights-of-way of record by McLaughlin Engineering Company.
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FIELD BOOK NO. \_\_\_\_\_

DRAWN BY: JMMjr

JOB ORDER NO. U-8725, U-9147

CHECKED BY: \_\_\_\_\_

REF. DWG.: 13-2-

C: \JMMjr\2014\U8725

5-6-14  
CIT-2

(1)

SLOW

MAYOR, COMMISSIONERS, CITY MGR

LABOR &  
COMMUNITY

I'M DENNIS ULMER

I ASKED TO SPEAK TO YOU

TODAY ABOUT MEMORIAL DAY,

WHAT IS MEMORIAL DAY?

MEMORIAL DAY BEGAN NOT LONG AFTER  
THE CIVIL WAR AND ORIGINALLY WAS  
CALLED "DECORATION DAY" WHEN GRAVES  
OF CIVIL WAR SOLDIERS WERE DECORATED  
WITH FLOWERS TO REMEMBER THOSE  
KILLED IN THAT WAR.

AFTER WORLD WAR I IT BECAME  
MEMORIAL DAY TO HONOR ALL ~~THE~~ OF THE  
BRAVE MEN AND WOMEN WHO DIED  
DEFENDING OUR FREEDOM.

(2)

AS TIME HAS GONE ON, MEMORIAL DAY BECAME ONE OF THE MONDAY HOLIDAYS. CELEBRATED ON ~~THE DAY~~ ~~OF MAY~~ ~~THE DAY~~ ~~THE~~ THE LAST MONDAY IN MAY. GIVE AMERICANS A ~~FIVE~~ <sup>THREE</sup> DAY WEEK-END. IT HAS ALSO SERVED AS THE UNOFFICIAL START TO SUMMER IN SOME AREAS OF OUR COUNTRY WITH SWIMMING POOLS ETC. OPENING ON THAT ~~DAY~~ DAY.

IT IS MY HOPE THAT MEMORIAL DAY WILL NOT JUST BE ANOTHER MONDAY HOLIDAY. FOR THE MARKERS IN CEMETERIES SUCH AS ARLINGTON NATIONAL CEMETERY SERVE AS A PERMANENT REMINDER THAT ~~OUR~~ FREEDOM ISN'T FREE.

3

IN 2007 I WENT TO ARLINGTON NATIONAL CEMETERY WITH A GROUP OF GOLD STAR FAMILIES.

A GOLD STAR FAMILY MEANS THAT A LOVED ONE WAS KILLED WHILE SERVING IN THE MILITARY.

THE WAR DEATHS FROM IRAQ AND AFGHANISTAN THAT ARE BURIED IN ARLINGTON HAVE BEEN LAIN TO REST IN SECTION 60.

I HAVE BEEN THERE FOUR TIMES. NOW THE HEADSTONES ARE NOT JUST MARKERS - I MET THESE SOLDIER HERO'S MOTHERS & FATHERS & WIDOWS.

(4)

I now know some of the  
Fallens names - MITCHELL,  
TRAVIS, DOWARD, THOMAS -  
For you see in many of the  
Cemeteries across America and  
in foreign lands are graves  
of Americans who fought and  
died to keep us free. They  
payed the ultimate price - giving  
us that cast full measure  
of devotion.

⑤

~~THE~~  
~~THEIR~~ MOTHERS AND FATHERS, SISTERS  
AND BROTHERS, AND SPOUSES PAYED

A PRICE TOO - FOREVER THEY NO  
LONGER HAVE THEIR LOVED ONE  
WHO DIED FOR ALL OF US.

IT IS MY HOPE THAT ~~WE~~ WE  
WILL ~~REMEMBER~~ HONOR THEIR  
SACRIFICE BY REMEMBERING  
THEM EVERY DAY AND ESPECIALLY ON  
MEMORIAL DAY AND THAT ~~EVERYONE~~ EVERYONE WILL  
ATTEND ONE OF THE SERVICES TO  
REMEMBER THEM ON MEMORIAL DAY  
~~AT~~ MONDAY MAY 26TH.



IN FORT LAUDOWALE THERE IS  
A SERVICE AT LAUDOWALE MEMORIAL  
PARK <sup>CENTURY</sup> AND AT THE SANDY NININGOR  
STATUE ALONG THE RIVERWALK BY  
THE CENTER FOR THE PERFORMING ARTS

TO HONOR OUR FALLEN WAR  
HERO'S FOR THEIR SACRIFICE  
IS A TESTIMATE TO OUR NATIONS  
MANY FREEDOMS AND THEIR FAMILIES  
DESERVE OUR LOVE AND SUPPORT TO  
ALWAYS REASSURE THEM THAT THEIR  
LOVED ONE DID NOT DIE IN VAIN.

(7)

MAY GOD BLESS AMERICA -  
OUR FALLEN SOLDIERS  
AND ALL WHO SERVE TO  
PROTECT AND DEFEND OUR GREAT  
NATION  
~~COUNTRY~~ -

AND MAY OUR GOLD STAR  
FAMILIES FOREVER KNOW THAT  
WE TRULY CARE AND WILL ALWAYS  
STRIVE TO ASSIST THEM AND HONOR  
THEIR LOSS WITH HONOR AND RESPECT.

MAY MEMORIAL DAY BE REMEMBERED  
FOR WHAT IT WAS ~~ALWAYS~~ INTENDED. STOP  
A NATIONAL HOLIDAY TO BE -  
A REMEMBRANCE OF OUR WAR  
DEAD WHO BRAVELY SERVED

AND GAVE UP THEIR  
TOMMOROWS FOR OUR  
TODAYS.

REMEMBER THEM - FOR THEY  
FOREVER DESERVE OUR HONOR  
AND RESPECT FOR THEIR  
GREAT SACRIFICE FOR  
OUR FREEDOM.

Thank you -