



City Manager's Office

ITEMS FOR CITY CLERK - FILING

TODAY'S DATE:

CITY CLERK
16 MAR 28 PM 4:04

CAM # 16-0309

ITEM #CM-3

CCM: 3/28/16

Assigned to: Wendy Gonyea

Title of Document for Signature: Board of Trustees of the Internal Improvement Trust Fund of the State of Florida – Sovereignty Submerged Lands Fee Waived Lease

Date of Doc.: January 26, 2016

Document received from: Shaniece



RECORDED/ORIGINAL DOCUMENT TO CLERK

Rejection/Questions/Additional Information Request:

Comments/Tracking Information:

This Instrument Prepared by:

Garry W. Johnson, Esq.

GARRY W. JOHNSON, P.A.

750 Southeast 3rd Avenue, Suite #100

Ft. Lauderdale, Fl. 33316

RECORDED AND RETURN TO:

Garry W. Johnson, Esq.

GARRY W. JOHNSON, P.A.

750 Southeast 3rd Avenue, Suite #100

Ft. Lauderdale, Fl. 33316

RIVERWALK LINEAR PARK EASEMENT

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

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

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

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

DU

(30)

- 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 Linear Park Easement rights.
4. **Construction of Riverwalk Improvements.** At their its own cost and expense, in a joint undertaking between the City of Fort Lauderdale and Downtown Development Agency ("DDA") Grantee will design, construct and complete walkway, landscaping, irrigation, lighting, seawall and other improvements within the Riverwalk Riparian Easement Area (the "Riverwalk Improvements") consistent with the nature of the improvements otherwise constructed within the Riverwalk Linear Park. To the extent economically practicable, Grantee shall make every good faith effort to coordinate construction activities (i) to preserve

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

5. **Maintenance, Repair and Replacement.** At their own cost and expenses, in a joint undertaking with the DDA, Grantee will maintain, repair and replace the Riverwalk Improvements within the Riverwalk Riparian Easement Area and keep them in a state of good repair, safe condition and a reasonably attractive manner. To the extent reasonably and economically feasible, Grantee shall (i) make every good faith effort to coordinate maintenance, repair and replacement activities in an effort to minimize the disruption, noise, vibration, dust and airborne debris that might adversely affect the Property and the activities of Grantor to be conducted thereon.
6. **Reservation of Use.** There is hereby reserved to Grantor, its successors and assigns, the right of ingress and egress across, through and into, above and below the Riverwalk Riparian Easement Area by Grantor, its successors, assigns, guests, invitees and persons doing business with Grantor, the use of the Riverwalk Riparian Easement Area for underground installation and maintenance of facilities for or utilities, for the use of the waterfront abutting the Riverwalk Easement Area for permissible docking, and other purposes, public or private, and for other uses not inconsistent with the public use of the Riverwalk Riparian Easement Area as a "River Walk," provided however that as to Grantor's reservation of permissible docking (it being agreed that neither Grantee nor the public shall have any rights of dockage at or along the Riverwalk Riparian Easement Area, except that Grantor shall allow commercial water taxi or shuttle services that typically stop at other locations along the Riverwalk to temporarily load/unload passengers on the Riverwalk Riparian Easement Area at reasonable intervals and at reasonable times as may be established by Grantor from time to time in its sole discretion. Any reservation of rights in favor of Grantor, its successors and assigns as set forth herein shall be non-exclusive and shall not be exercised in such a manner as to interfere with the easements granted to Grantee herein with respect to the Riverwalk Linear Park Easement herein, including the Riverwalk Riparian Easement Area. The non-exclusive easement rights granted Grantee herein shall be superior to any other easement rights, such that in the event of conflict between the two competing sets of easements, the use of rights granted within this Riverwalk Linear Park Easement shall prevail and supersede over any conflicting use rights to the extent of incompatibility.

7. **Authorization.** The person executing this document on behalf of Grantor warrants his or her authority to do so, on behalf of Grantor, and that all persons necessary to bind Grantor have joined in this document. This document runs with the land in favor of Grantee's successors and assigns.
8. **Designation of Authority.** Grantee is authorized to execute and deliver on behalf of Grantor such permit applications and related items as may be required in connection with the construction of the Riverwalk Improvements by any governmental agency, including, without limitation, the United States of America, the Army Corps of Engineers, the State of Florida, and any agency or subdivision of any of the foregoing.
9. **Public Use of Riverwalk Linear Park and Riverwalk Riparian Easement Area.** Grantor acknowledges and agrees that the Riverwalk Riparian Easement Area is an integral component of and shall be used in a manner consistent with the Riverwalk Linear Park. Accordingly, the Riverwalk Riparian Easement Areas shall be held in trust by Grantee for the use and benefit of the public subject to the provisions of § 375.251(2) (a), Florida Statutes (2013) and subject Grantor's reservation of non-exclusive uses.
10. **Indemnification.** Grantee is a political subdivision as set forth in § 768.28, Florida Statutes, (2013) and agrees to be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any part to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a political subdivision of the State of Florida to be sued by third parties in any manner arising out of this Riverwalk Linear Park Easement and Riverwalk Riparian Easement.

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

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

Signed, sealed and delivered in the presence of:

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

Print Name

By: _____
Print Name: _____
Title: _____

STATE OF FLORIDA

COUNTY OF BROWARD

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

SEAL

Notary Public, State of Florida
Commission Expires:

GRANTEE:

WITNESSES:

CITY OF FORT LAUDERDALE

[Witness type or print name]

By _____
John P. "Jack" Seiler, Mayor

[Witness type or print name]

By _____
Lee R. Feldman, City Manager

[Witness type or print name]
(CORPORATE SEAL)

ATTEST:

Jonda Joseph, City Clerk

Approved as to form:

Robert B. Dunkel,
Assistant City Attorney

STATE OF FLORIDA

COUNTY OF BROWARD

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

(SEAL)

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

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

Commission Number

STATE OF FLORIDA

COUNTY OF BROWARD

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

(SEAL)

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

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

Commission Number

G:\rbdoftice\2013\Real Property\Easements\RiverwalkEasement\Stranahan\04.30.14 Stranahan TT (clean text).docx

Exhibit A – Legal Description of Property

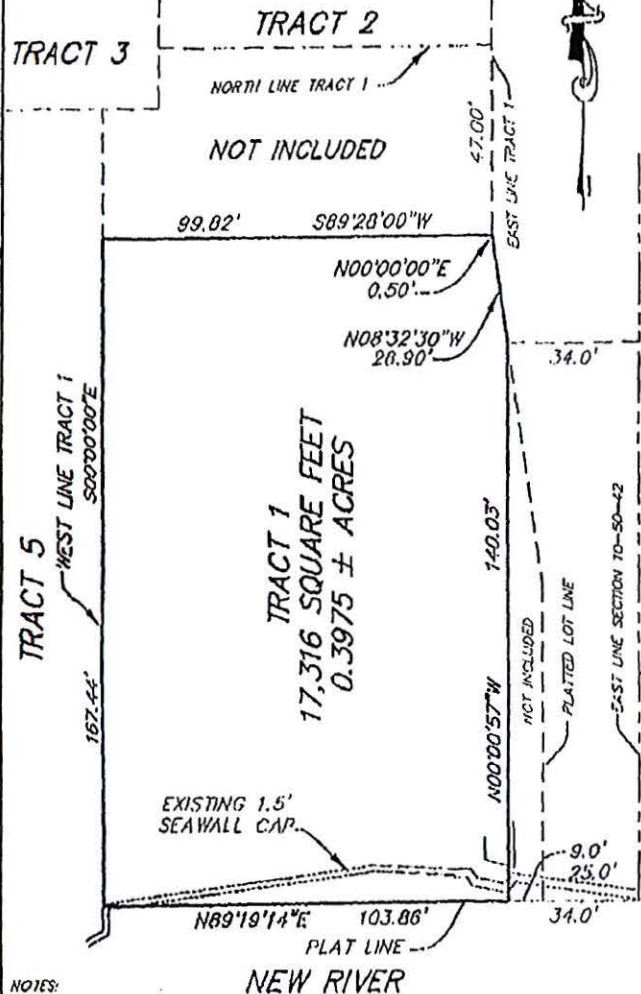


McLAUGHLIN ENGINEERING COMPANY
LB#285

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

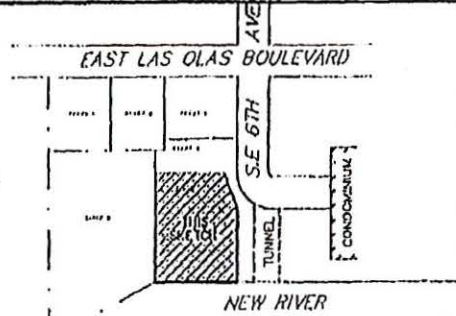
SCALE 1" = 40'

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



NOTES:

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



VICINITY MAP

LEGAL DESCRIPTION:

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

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

CERTIFICATION

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

McLAUGHLIN ENGINEERING COMPANY

JERALD A. McLAUGHLIN

Registered Land Surveyor No. 5269
State of Florida.

FIELD BOOK NO. _____

DRAWN BY: JMMjr

JOB ORDER NO. U-8725

CHECKED BY: _____

REF. DWG.: 13--2--

C: \JMMjr\2014\U8725

Exhibit B – Legal Description of Riverwalk Easement Area



McLAUGHLIN ENGINEERING COMPANY

LB#285

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33301 PHONE (954) 763-7611 * FAX (954) 763-7615

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

LEGAL DESCRIPTION:

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

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

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

CERTIFICATION

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

NOTES:

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

McLAUGHLIN ENGINEERING COMPANY

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

FIELD BOOK NO. _____

DRAWN BY: JMM

JOB ORDER NO. U-8725, U-9147

CHECKED BY: _____

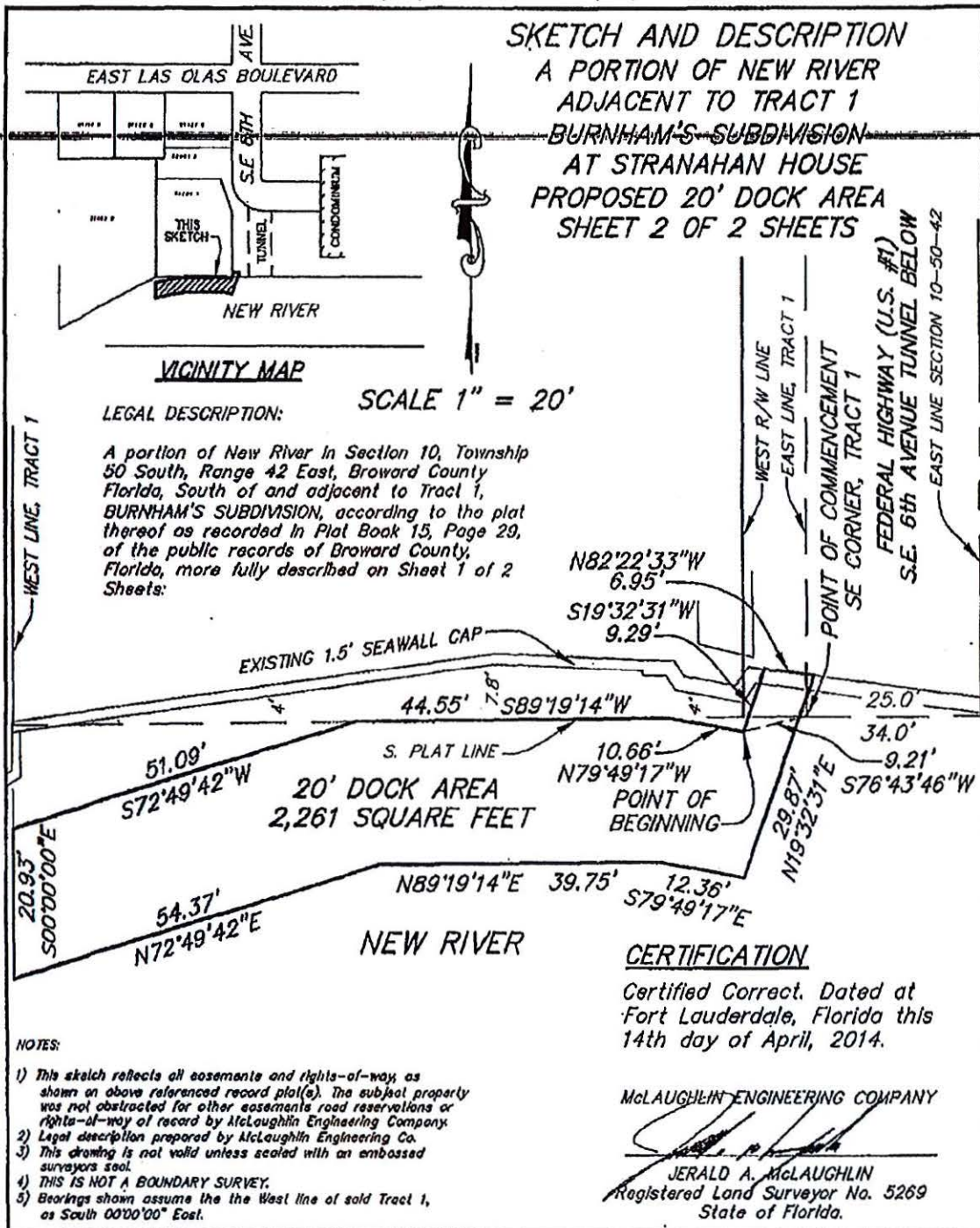
REF. DWG.: 13-2-

C: JMM/2014/UB725



McLAUGHLIN ENGINEERING COMPANY
LB#285

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



FIELD BOOK NO. _____

DRAWN BY: JMMjr

JOB ORDER NO. U-8725, U 9147

CHECKED BY: _____

REF. DWG.: 13-2-

C: JMMjr/2014/U8725

PREPARED BY:

Thomas R. Tatum, Esq.

BRINKLEY MORGAN

200 E. Las Olas Boulevard, Suite 1900

Fort Lauderdale, FL 33301

Parcel Tax Identification No.: 59-0993499

QUIT CLAIM DEED

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

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

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

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

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

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

Signed, sealed and delivered
in our presence:

Rosemary Duke
Witness Signature

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

Print Name: ROSEMARY DUKE

Bonnie M. Flynn
Witness Signature Bonnie M. FLYNN
Print Name: ~~Isabella~~

ATTEST:

[Signature]
Secretary Katherine Lochrie

STATE OF Florida

COUNTY OF Broward

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

540[2344-94890]



[Signature]
NOTARY PUBLIC
Print Name: RACHEL JAMISON
My Commission expires: 12/19/15



McLAUGHLIN ENGINEERING COMPANY
LB#285

ENGINEERING * SURVEYING * PLATTING * LAND PLANNING
400 N.E. 3rd AVENUE FORT LAUDERDALE, FLORIDA
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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

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CERTIFICATION

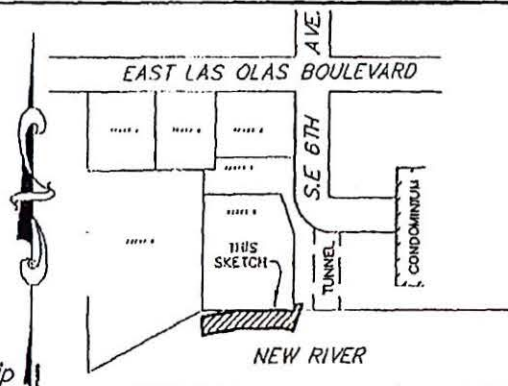
Certified Correct. Dated at Fort Lauderdale, Florida this 14th day of April, 2014.

McLAUGHLIN ENGINEERING COMPANY

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

NOTES:

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- 5) Bearings shown assume the the West line of said Tract 1, as South 00°00'00" East.



VICINITY MAP

FIELD BOOK NO. _____

DRAWN BY: JMMjr _____

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

CHECKED BY: _____

REF. DWG.: 13-2-

C: JMMjr/2014/U8725

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

- 5. Maintenance, Repair and Replacement.** At their own cost and expenses, in a joint undertaking with the DDA, Grantee will maintain, repair and replace the Riverwalk Improvements within the Riverwalk Riparian Easement Area and keep them in a state of good repair, safe condition and a reasonably attractive manner. To the extent reasonably and economically feasible, Grantee shall (i) make every good faith effort to coordinate maintenance, repair and replacement activities in an effort to minimize the disruption, noise, vibration, dust and airborne debris that might adversely affect the Property and the activities of Grantor to be conducted thereon.
- 6. Reservation of Use.** There is hereby reserved to Grantor, its successors and assigns, the right of ingress and egress across, through and into, above and below the Riverwalk Riparian Easement Area by Grantor, its successors, assigns, guests, invitees and persons doing business with Grantor, the use of the Riverwalk Riparian Easement Area for underground installation and maintenance of facilities for or utilities, for the use of the waterfront abutting the Riverwalk Easement Area for permissible docking, and other purposes, public or private, and for other uses not inconsistent with the public use of the Riverwalk Riparian Easement Area as a "River Walk," provided however that as to Grantor's reservation of permissible docking (it being agreed that neither Grantee nor the public shall have any rights of dockage at or along the Riverwalk Riparian Easement Area, except that Grantor shall allow commercial water taxi or shuttle services that typically stop at other locations along the Riverwalk to temporarily load/unload passengers on the Riverwalk Riparian Easement Area at reasonable intervals and at reasonable times as may be established by Grantor from time to time in its sole discretion. Any reservation of rights in favor of Grantor, its successors and assigns as set forth herein shall be non-exclusive and shall not be exercised in such a manner as to interfere with the easements granted to Grantee herein with respect to the Riverwalk Linear Park Easement herein, including the Riverwalk Riparian Easement Area. The non-exclusive easement rights granted Grantee herein shall be superior to any other easement rights, such that in the event of conflict between the two competing sets of easements, the use of rights granted within this Riverwalk Lineal Park Easement shall prevail and supersede over any conflicting use rights to the extent of incompatibility.


BD
DS

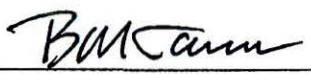
7. **Authorization.** The person executing this document on behalf of Grantor warrants his or her authority to do so, on behalf of Grantor, and that all persons necessary to bind Grantor have joined in this document. This document runs with the land in favor of Grantee's successors and assigns.
8. **Designation of Authority.** Grantee is authorized to execute and deliver on behalf of Grantor such permit applications and related items as may be required in connection with the construction of the Riverwalk Improvements by any governmental agency, including, without limitation, the United States of America, the Army Corps of Engineers, the State of Florida, and any agency or subdivision of any of the foregoing.
9. **Public Use of Riverwalk Linear Park and Riverwalk Riparian Easement Area.** Grantor acknowledges and agrees that the Riverwalk Riparian Easement Area is an integral component of and shall be used in a manner consistent with the Riverwalk Linear Park. Accordingly, the Riverwalk Riparian Easement Areas shall be held in trust by Grantee for the use and benefit of the public subject to the provisions of § 375.251(2) (a), Florida Statutes (2013) and subject Grantor's reservation of non-exclusive uses.
10. **Indemnification.** Grantee is a political subdivision as set forth in § 768.28, Florida Statutes, (2013) and agrees to be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any part to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a political subdivision of the State of Florida to be sued by third parties in any manner arising out of this Riverwalk Linear Park Easement and Riverwalk Riparian Easement.

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

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

Signed, sealed and delivered in the presence of:


Stephanie Tectine
Print Name


Brian Carr
Print Name

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

By: 
Print Name: Debra Vogel
Title: Vice President

STATE OF FLORIDA

COUNTY OF BROWARD

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

SEAL



Deloris P. Denard
Notary Public
State of Florida
MY COMMISSION # EE 181493
EXPIRES: April 6, 2018
Bonded Thru CNA Surety

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

GRANTEE:

WITNESSES:

Jeannette A. Johnson
Jeannette A. Johnson

[Witness type or print name]

Miranda Scott

MIRANDA SCOTT
[Witness type or print name]

(CORPORATE SEAL)



CITY OF FORT LAUDERDALE

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

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

ATTEST:
Jonda K. Joseph
Jonda Joseph, City Clerk

Approved as to form:

Robert B. Dunckel
Robert B. Dunckel,
Assistant City Attorney

ABD
DW

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 17th day of June, 2014, by **John P. "Jack" Seiler**, Mayor of the City of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)



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

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

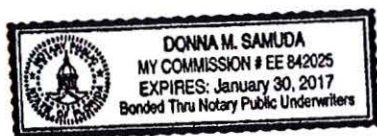
Commission Number EE 33367

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 13th day of June, 2014, by Susanne H. Torriente, Acting City Manager for: **Lee R. Feldman**, City Manager of the City of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)



Donna M. Samuda
Notary Public, State of Florida
(Signature of Notary taking
Acknowledgment)

DONNA M. SAMUDA
Name of Notary Typed,
Printed or Stamped
My Commission Expires: January 30, 2017
EE 842025
Commission Number

G:\bd office\2013\Real Property\Easements\RiverwalkEasement\Stranahan\04.30.14 Stranahan TT.2 (clean text).docx

Donna M. Samuda
DS

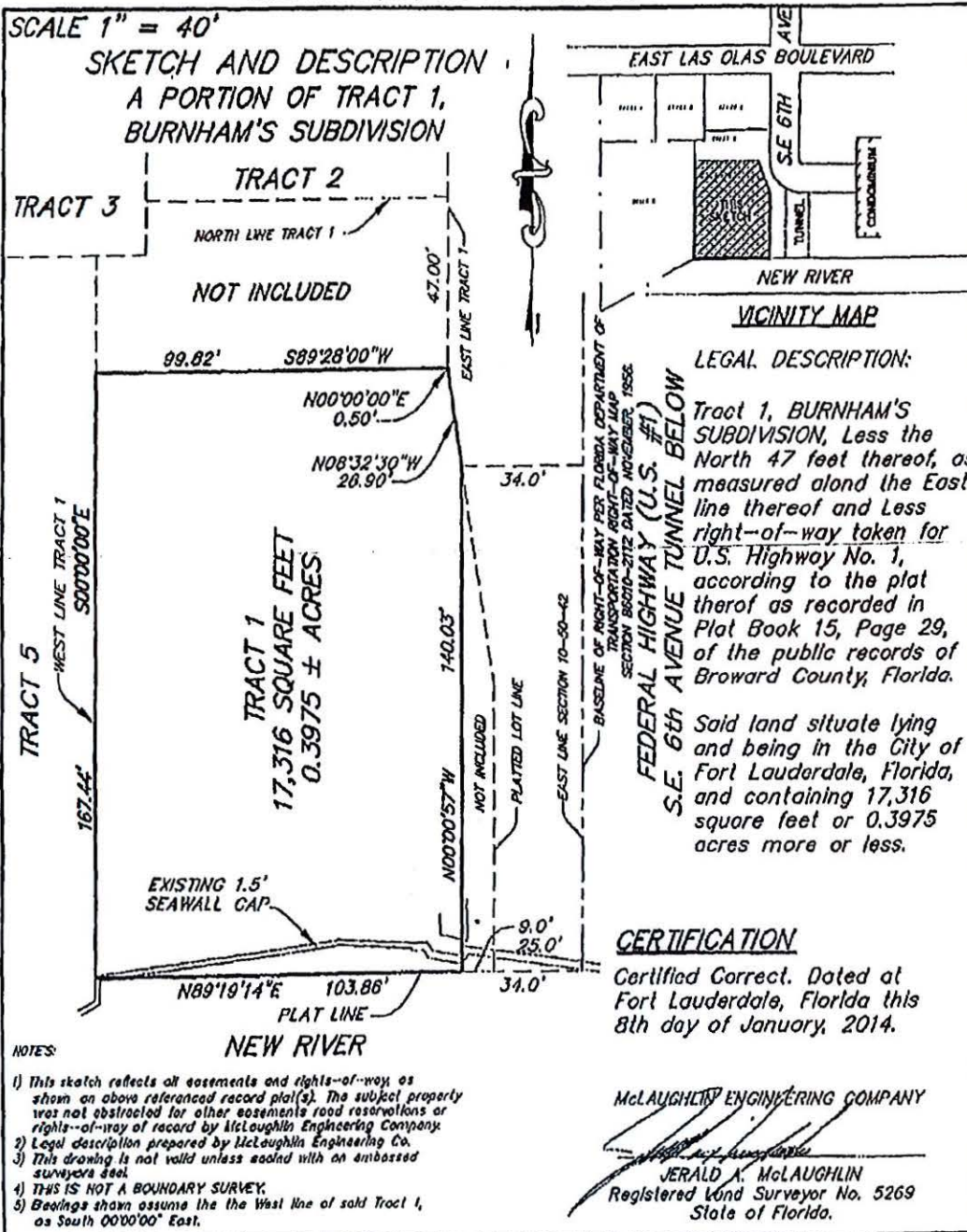
Exhibit A – Legal Description of Property

[Handwritten signature]
[Handwritten initials]



McLAUGHLIN ENGINEERING COMPANY
LB#285

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



FIELD BOOK NO. _____

DRAWN BY: JMM/r

JOB ORDER NO. U-8725

CHECKED BY: _____

REF. DWG.: 13-2-

C: JMM/r/2014/U8725

230
DU

Exhibit B - Legal Description of Riverwalk Easement Area

[Handwritten signature]



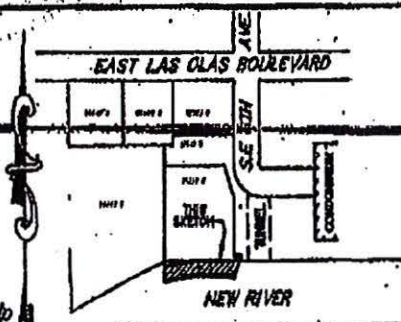
McLAUGHLIN ENGINEERING COMPANY

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400 N.E. 3rd AVENUE, FORT LAUDERDALE, FLORIDA
33301 PHONE (954) 783-7811 • FAX (954) 783-7818

SKETCH AND DESCRIPTION

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



VICINITY MAP

LEGAL DESCRIPTION:

A portion of New River in Section 10, Township 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 10.86 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 20.83 feet; thence North 72°49'42" East, a distance of 54.37 feet; thence North 89°19'14" East, on a line 20.00 feet South of and parallel with the said South plat line of said BURNHAM'S SUBDIVISION, a distance of 39.75 feet; thence South 79°49'17" East, a distance of 12.36 feet; thence North 19°32'31" East, a distance of 29.87 feet; thence North 82°22'33" West, on the North face of an existing concrete seawall cap, a distance of 6.95 feet; thence South 19°32'31" West, a distance of 9.29 feet to the Point of Beginning.

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

CERTIFICATION

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

McLAUGHLIN ENGINEERING COMPANY

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

NOTES

- 1) This sketch reflects all easements and rights-of-way as shown on plans referenced herein. The sketch property was not surveyed 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 pursue the West line of said Tract 1, or South 00°00'00" East.

FIELD BOOK NO. _____

DRAWN BY: JMK

JOB ORDER NO. U-8725, 11A147

CHECKED BY: _____

REF. DWG: 13-2-

G 1/16/14/2014/U8725

EXHIBIT "B"

Handwritten initials and signature.

PREPARED BY:

Thomas R. Tatum, Esq.

BRINKLEY MORGAN

200 E. Las Olas Boulevard, Suite 1900

Fort Lauderdale, FL 33301

Parcel Tax Identification No.: 59-0993499

QUIT CLAIM DEED

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

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

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

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

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

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

Signed, sealed and delivered
in our presence:

Rosemary Dube
Witness Signature

Print Name: ROSEMARY DUBE

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

Bonnie M. Flynn
Witness Signature Bonnie M. FLYNN
Print Name: ~~Isidore M. Flynn~~

ATTEST: [Signature]
Secretary Katherine Lochrie

STATE OF Florida

COUNTY OF Broward

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

540[2344-94890]



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



McLAUGHLIN ENGINEERING COMPANY
LB#285

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

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

LEGAL DESCRIPTION:

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

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

CERTIFICATION

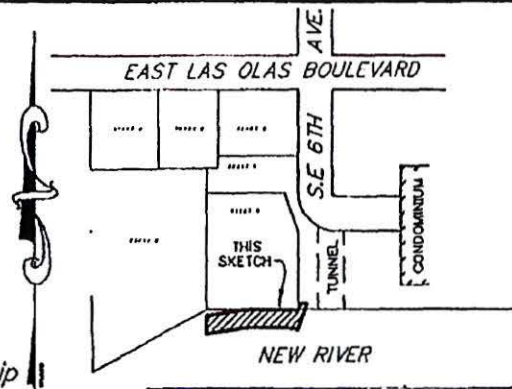
Certified Correct. Dated at Fort Lauderdale, Florida this 14th day of April, 2014.

McLAUGHLIN ENGINEERING COMPANY

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

NOTES:

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



VICINITY MAP

FIELD BOOK NO. _____

DRAWN BY: JMMjr _____

JOB ORDER NO. U-8725, 119147 _____

CHECKED BY: _____

REF. DWG.: 13-2-

C: JMMjr/2014/U8725

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

RECITALS

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

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

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

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

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

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

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

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

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



Chairman of the Board of Trustees

[539]2344-94890

82-159578

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

FORT LAUDERDALE HISTORICAL SOCIETY, INC., a non-profit
corporation existing under the laws of Florida, and having its principal place of
business at Fort Lauderdale, Florida,
hereinafter called the grantor, to **STRANAHAN HOUSE, INC.**, a non-profit Florida
corporation,

219 S. W. Second Avenue
whose postoffice address is Fort Lauderdale, Florida 33301

hereinafter called the grantee:

Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and
the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations

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

See Exhibit A attached hereto and made a part hereof.

454
Notary Public
for Broward County, Florida
L. M. Gardner, Jr.

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

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

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

In Witness Whereof the grantor has caused these presents to
be executed in its name and its corporate seal to be hereunto affixed, by its
proper officers thereunto duly authorized, the day and year first above written
George W. English III
Signed, sealed and delivered in the presence of
Robin Penn
Muriel P. Kennedy

**FORT LAUDERDALE HISTORICAL SOCIETY,
INC.**, a non-profit Florida Corpora-
tion

R. M. Gardner
Notary

STATE OF FLORIDA
COUNTY OF BROWARD

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

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

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

Muriel P. Kennedy
Notary Public

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

OFF 10246 REC 214

76A

EXHIBIT A

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

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

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

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

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

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

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

FOR A FURTHER EXPLANATION
OF THE ABOVE
P. T. JOHNSON
BROWARD COUNTY, FLA.

REC 10246 MAY 21 1985

This Instrument Prepared by:

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

RECORDED AND RETURN TO:

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

RIVERWALK LINEAR PARK EASEMENT

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

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

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

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

This Instrument Prepared By:

M. Sue Jones

Bureau of Public Land Administration

3900 Commonwealth Boulevard

Mail Station No. 125

Tallahassee, Florida 32399

CITY CLERK
2016 MAR 28 PM 4:04

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS FEE WAIVED LEASE

BOT FILE NO. 060350566

PA NO. 06-0324476-002

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to City of Fort Lauderdale, Florida, hereinafter referred to as the Lessee, the sovereignty lands described as follows:

A parcel of sovereignty submerged land in Section 10,
Township 50 South, Range 42 East, in New River,
Broward County, containing 3,914 square feet, more or less,
as is more particularly described and shown on Attachment A, dated November 20, 2015.

TO HAVE THE USE OF the hereinabove described premises for a period of 10 years from January 25, 2016, the effective date of this lease. The terms and conditions on and for which this lease is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to construct and operate a public pedestrian walkway to be used exclusively for public access along the Riverwalk system in conjunction with upland public parks and commercial/retail destinations, without fueling facilities, without a sewage pumpout facility, and without liveaboards as defined in paragraph 25 as shown and conditioned in Attachment A, and the State of Florida Department of Environmental Protection Consolidated Environmental Resource Permit No. 06-0324476-002, dated January 25, 2016, incorporated herein and made a part of this lease by reference. The construction of the structures described in Attachment A shall be completed within the initial term hereof or within the first 5 years of the initial term if the initial term is for a period greater than 5 years. The failure to complete the construction of all authorized structures within this time period shall constitute a material breach of the lease causing the lease to automatically terminate upon the expiration of the initial term or first 5 years, whichever is sooner, without any right of renewal. All of the foregoing subject to the remaining conditions of this lease.

[02/29]

2/1/16
CM-3
16-0309

2. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein and as conditioned by the State of Florida Department of Environmental Protection Environmental Resource Permit. The Lessee shall not (i) change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.); (ii) change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit; or (iii) change the type of use of the riparian uplands or as permitted by the Lessee's interest in the riparian upland property that is more particularly described in Attachment B without first obtaining a regulatory permit/modified permit, if applicable, the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease. If at any time during the lease term this lease no longer satisfies the requirements of subparagraph 18-21.011(1)(b)7., Florida Administrative Code, for a fee waived lease, the Lessee shall be required to pay an annual lease fee in accordance with Rule 18-21.011, Florida Administrative Code, and if applicable, remove any structures which may no longer qualify for authorization under this lease.

3. SUBMITTING ANNUAL CERTIFIED FINANCIAL RECORDS: Within 30 days after each anniversary of the effective date of this lease, the Lessee shall submit annual certified financial records of income and expenses to the State of Florida Department of Environmental Protection, Division of State Lands, Bureau of Public Land Administration, 3900 Commonwealth Blvd, MS 130, Tallahassee, FL 32399. "Income" is defined in subsection 18-21.003(31), Florida Administrative Code. The submitted financial records shall be certified by a certified public accountant.

4. EXAMINATION OF LESSEE'S RECORDS: The Lessor is hereby specifically authorized and empowered to examine, for the term of this lease including any renewals, plus three (3) additional years, at all reasonable hours, the books, records, contracts, and other documents confirming and pertaining to the computation of annual lease payments as specified in paragraph two (2) above.

5. MAINTENANCE OF LESSEE'S RECORDS: The Lessee shall maintain separate accounting records for: (i) gross revenue derived directly from the use of the leased premises, (ii) the gross revenue derived indirectly from the use of the leased premises, and (iii) all other gross revenue derived from the Lessee's operations on the riparian upland property. The Lessee shall secure, maintain and keep all records for the term of this lease and any renewals plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease verification purposes by the Lessor.

6. PROPERTY RIGHTS: The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

7. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease, the Lessee shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), Florida Administrative Code, in the riparian upland property that is more particularly described in Attachment B and by reference made a part hereof together with the riparian rights appurtenant thereto. If such interest is terminated or the Lessor determines that such interest did not exist on the effective date of this lease, this lease may be terminated at the option of the Lessor. If the Lessor terminates this lease, the Lessee agrees not to assert a claim or defense against the Lessor arising out of this lease. Prior to sale and/or termination of the Lessee's interest in the riparian upland property, the Lessee shall inform any potential buyer or transferee of the Lessee's interest in the riparian upland property and the existence of this lease and all its terms and conditions and shall complete and execute any documents required by the Lessor to effect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

8. ASSIGNMENT OF LEASE: This lease shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.

9. LIABILITY/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

10. NOTICES/COMPLIANCE/TERMINATION: The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein set forth, and the Lessee fails or refuses to comply with any of said provisions or conditions within twenty (20) days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to the Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

City Manager
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301-1016

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

11. TAXES AND ASSESSMENTS: The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease.

12. NUISANCES OR ILLEGAL OPERATIONS: The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

13. MAINTENANCE OF FACILITY/RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. No dock or pier shall be constructed in any manner that would cause harm to wildlife. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

14. NON-DISCRIMINATION: The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease or upon lands adjacent to and used as an adjunct of the leased area.

15. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

16. PERMISSION GRANTED: Upon expiration or cancellation of this lease all permission granted hereunder shall cease and terminate.

17. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that the Lessee is in full compliance with the terms of this lease, the Lessor will begin the renewal process. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. In the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease shall constitute an affirmative covenant upon the Lessee's interest in the riparian upland property more particularly described in Attachment B, which shall run with the title to the Lessee's interest in said riparian upland property and shall be binding upon the Lessee and the Lessee's successors in title or successors in interest.

18. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 10 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

19. REMOVAL COSTS: Subject to the noticing provisions of Paragraph 18 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee.

20. RIPARIAN RIGHTS/FINAL ADJUDICATION: In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease agreement and shall be grounds for immediate termination of this lease agreement at the option of the Lessor.

21. AMENDMENTS/MODIFICATIONS: This lease is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the facility.

22. ADVERTISEMENT/SIGNS/NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS: No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased premises. No restaurant or dining activities are to occur within the leased premises. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this agreement.

23. USACE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Lessee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the Lessor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

24. COMPLIANCE WITH FLORIDA LAWS: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

25. LIVEABOARDS: The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveaboards are authorized by paragraph one (1) of this lease, in no event shall such "liveaboard" status exceed six (6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.

26. GAMBLING VESSELS: During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in "cruises to nowhere," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships.

27. SPECIAL LEASE CONDITION: The terms and conditions herein, including those related to assessment of lease fees, may be reviewed at any time during the term of this lease as deemed necessary by the Lessor or its designated agent, and such terms and conditions may be modified or additional conditions may be imposed as deemed necessary by the Lessor. For the purpose of this provision, the terms and conditions of this lease may be modified (which may include the addition of new terms and conditions) for, but not limited to, the following reasons:

- a. to conform to the adoption or revision of Florida Statutes (F.S.), rules, and standards that require the modification of the lease for compliance;
- b. to ensure compliance with the U.S. Endangered Species Act of 1973, 16 U.S.C., § 1531, et seq., and the Florida Endangered and Threatened Species Act of 1977, Section 372.072, F.S.;
- c. to conform to adoption or revision of rules regarding the assessment of lease fees;
- d. to conform to any modification to the terms and conditions of all applicable permits from the State of Florida Department of Environmental Protection, the applicable water management district and/or the U.S. Army Corps of Engineers, and all other required approvals; and,
- e. to remove any structure declared to be a public nuisance.

The Lessor shall allow the Lessee a reasonable time for compliance with the amended or new terms and conditions.

IN WITNESS WHEREOF, the Lessor and the Lessee have executed this instrument on the day and year first above written.

WITNESSES:

Mary K. Thurmond
Original Signature

Mary K. Thurmond
Print/Type Name of Witness

Kathy C. Griffin
Original Signature

Kathy C. Griffin
Print/Type Name of Witness

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE STATE
OF FLORIDA

(SEAL)

BY: Cheryl C. McCall
Cheryl C. McCall, Chief, Bureau of Public Land Administration,
Division of State Lands, State of Florida Department of
Environmental Protection, as agent for and on behalf of the
Board of Trustees of the Internal Improvement Trust Fund of the
State of Florida

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 11th day of March, 2016, by
Cheryl C. McCall, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of
Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State
of Florida. She is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:

Sam L. Hines 1/28/16
DEP Attorney Date

Kathy C. Griffin
Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires

Commission/Serial No.



WITNESSES:

Jeanette A. Johnson
Jenette A. Johnson
Print Name
AKA S. Pendo
Print Name
(SEAL)

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida.

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

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

ATTEST:

Jeffrey A. Modarelli
JEFFREY A. MODARELLI, City Clerk

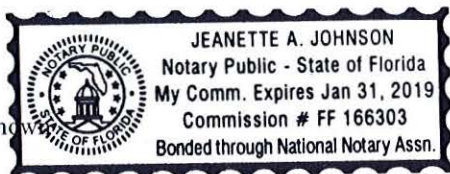
Approved as to form:

Robert B. Dunckel
ROBERT B. DUNCKEL
Assistant City Attorney

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 2nd day of March, 2016, by JOHN P. "JACK" SEILER, Mayor of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida.
(SEAL)

☒ Personally Known

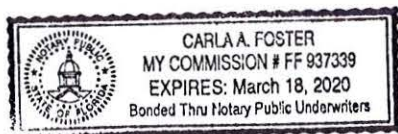


Jeanette A. Johnson
Signature: Notary Public, State of Florida
Jeanette A. Johnson
Name of Notary Typed, Printed or Stamped

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 2nd day of March, 2016, by LEE R. FELDMAN, City Manager of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida.
(SEAL)

☒ Personally Known



Carla Foster
Signature: Notary Public, State of Florida
Carla Foster
Name of Notary Typed, Printed or Stamped



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

RECEIVED

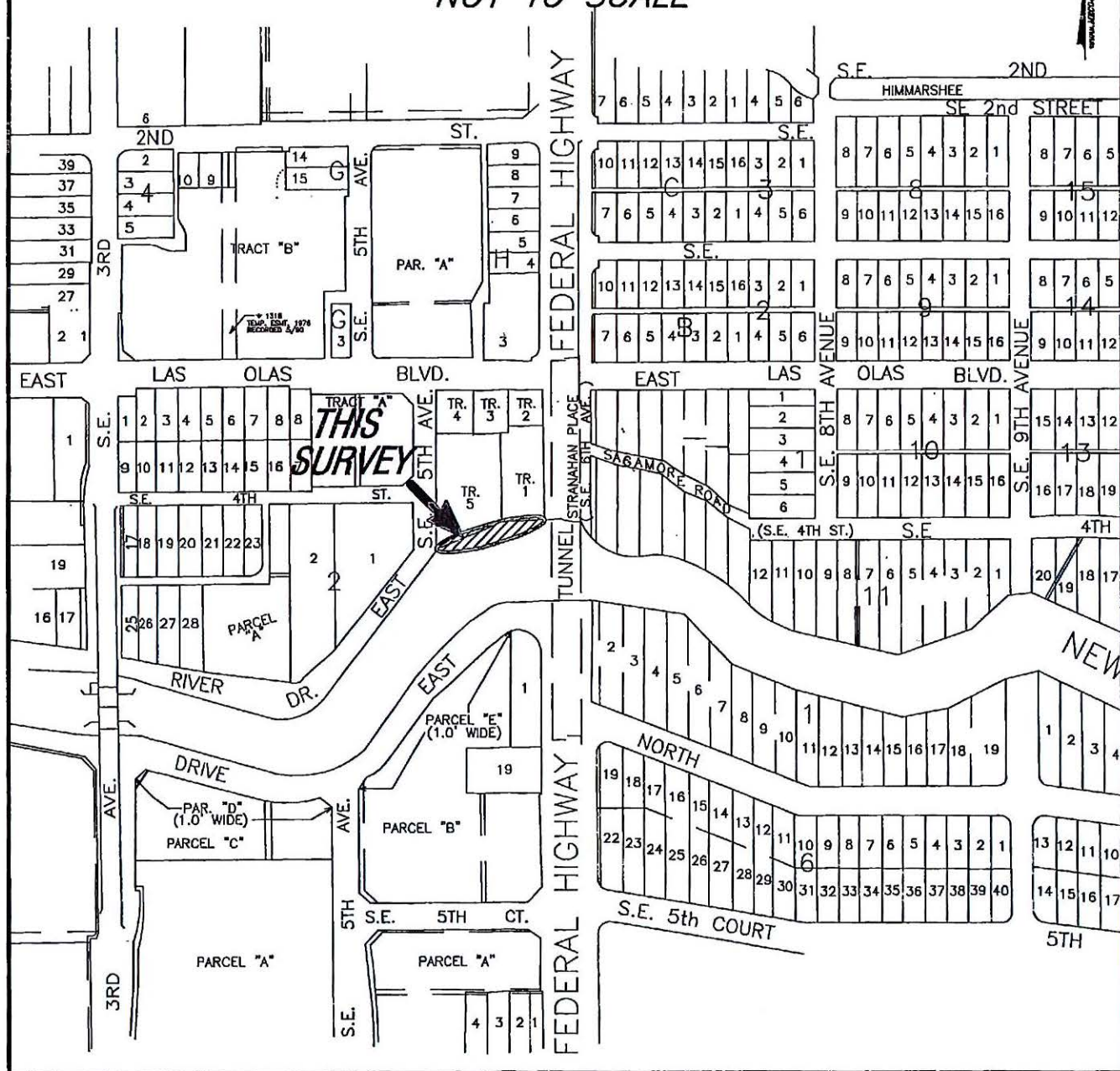
DEC 03 2015

FL DEP
WEST PALM BEACH

CERTIFIED TO:
THE BOARD OF TRUSTEES
OF THE INTERNAL
IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

SUBMERGED LAND SURVEY
A PORTION OF NEW RIVER
IN SECTION 10-50-42
ADJACENT TO TRACTS 1 & 5,
BURNHAM'S SUBDIVISION (15/29)
SHEET 1 OF 4 SHEETS

LOCATION MAP
NOT TO SCALE



FIELD BOOK NO. _____

DRAWN BY: JMMjr

JOB ORDER NO. U-8725, U-9147, V-0511

CHECKED BY: _____



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

SUBMERGED LAND SURVEY A PORTION OF NEW RIVER IN SECTION 10-50-42, ADJACENT TO TRACTS 1 & 5, BURNHAM'S SUBDIVISION (15/29) SHEET 2 OF 4 SHEETS

CERTIFIED TO:
THE BOARD
OF TRUSTEES
OF THE INTERNAL
IMPROVEMENT TRUST
FUND OF THE
STATE OF FLORIDA

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 Tracts 1 and 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 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 382.77 feet to the Point of Beginning; thence South 24°02'51" East, a distance of 1.00 feet thence Easterly on the Southerly line of a bulkhead and on the Mean High Water Line, the following five (5) courses and distances; 1) thence North 66°03'31" East, a distance of 39.65 feet; 2) thence North 87°24'36" East, a distance of 49.63 feet; 3) thence North 40°52'21" East, a distance of 58.20 feet; 4) thence North 76°53'22" East, a distance of 20.99 feet; 5) thence North 54°55'55" East, a distance of 2.67 feet to the end of said five (5) courses and distances; thence North 76°53'22" East, a distance of 78.73 feet; thence North 89°19'11" East, a distance of 20.80 feet; thence South 79°49'17" East, a distance of 10.69 feet; thence North 19°32'32" East, a distance of 7.09 feet to a point on the wetface of a 1.70 foot concrete seawall; thence South 82°22'33" East, on said wetface, being on the Mean High Water Line, a distance of 6.95 feet; thence South 19°32'32" West, a distance of 18.79 feet; thence South 89°19'11" West, a distance of 32.61 feet; thence South 76°53'22" West, a distance of 94.67 feet to a point of curve; thence Southwesterly on said curve to the left, with a radius of 6.00 feet, a central angle of 35°58'53", an arc distance of 3.56 feet to a point of tangency; thence South 42°54'29" West, a distance of 51.85 feet to a point of curve; thence Westerly on said curve to the right, with a radius of 14.00 feet, a central angle of 42°35'40", an arc distance of 10.41 feet to a point of tangency; thence South 85°30'09" West, a distance of 46.12 feet; thence South 66°00'16" West, a distance of 42.02 feet; thence South 61°03'38" West, a distance of 19.76 feet to a point on the wetface of an existing 1.70 foot concrete seawall cap, being a point on a curve; thence Northerly on said wetface being on the Mean High Water Line and on said curve to the left, with a radius of 96.80 feet, a central angle of 14°04'50", an arc distance of 23.79 feet; thence North 66°15'26" East, a distance of 6.74 feet to the Point of Beginning.

Said land situate lying and being in the City of Fort Lauderdale, Florida, and containing 3,914 square feet or 0.0899 acres more or less.

NOTES:

- 1) This sketch reflects all easements and rights-of-way, as shown on above referenced record plat(s). The subject property was not abstracted for other easements road reservations of 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 A FIELD SURVEY.
- 5) Coordinates shown at the Point of Beginning is in scaled 1983 datum.
- 6) This property has 274 linear feet of shoreline as measured South plat line on the New River.
- 8) The Mean High Water Line Elevation (1.91) as prorated from the LABINS website (ID: 91).
- 9) Elevations shown refer to National Geodetic Vertical Datum (1929) and are indicated thus: CAP ELEV.=3.47
BOTTOM ELEV.=0.1
- 10) Reference Bench Mark: NW Bolt of fire hydrant at Cordova Road and S.E. 7th Street, Elevation= 7.95
- 11) 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
20th day of November, 2015.

McLAUGHLIN ENGINEERING COMPANY

J. M. McLaughlin Jr.
JAMES M. McLAUGHLIN JR.
Registered Land Surveyor No. 4497
State of Florida.

FIELD BOOK NO. _____

DRAWN BY: JMMjr

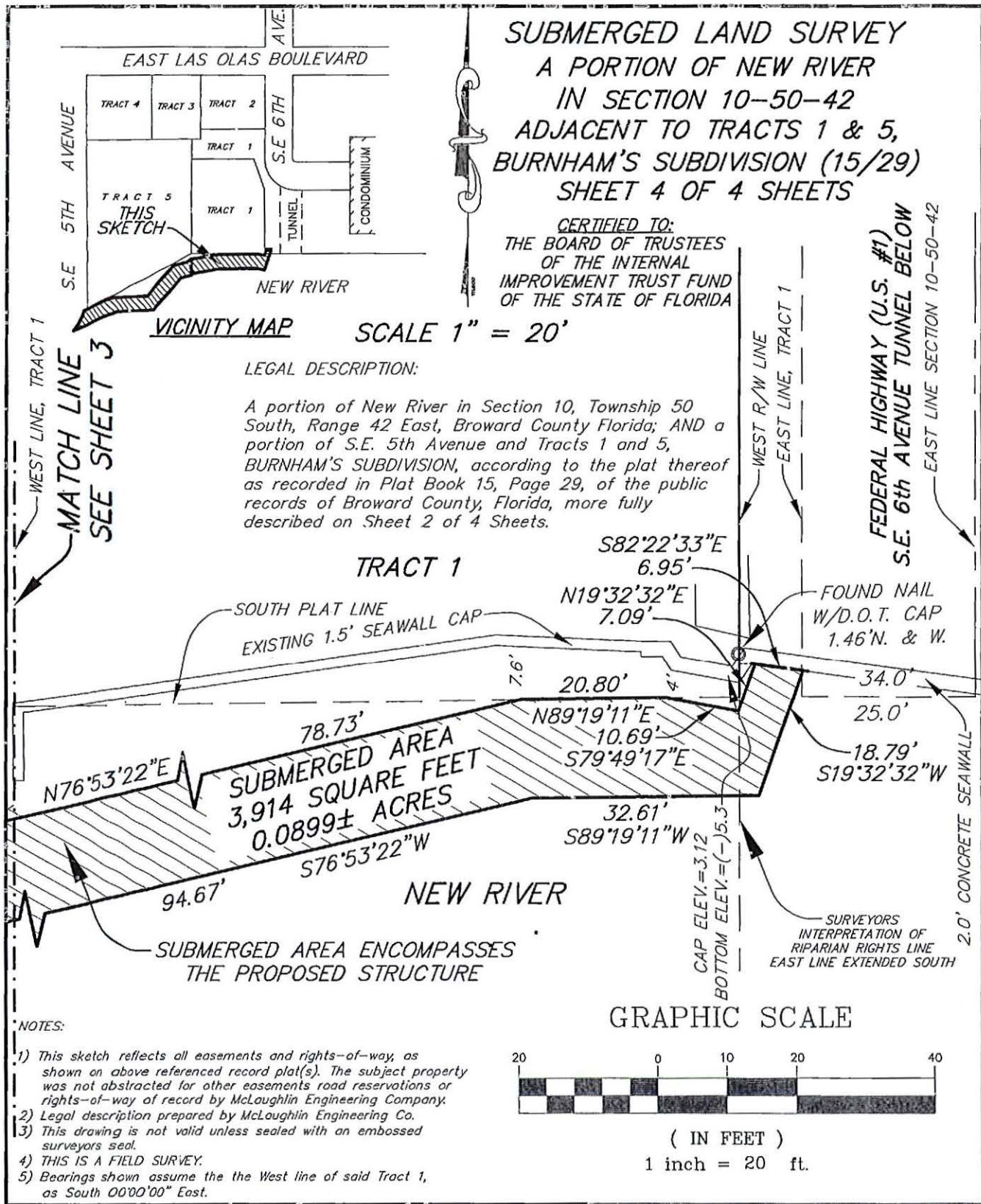
JOB ORDER NO. U-8725, U-9147, V-0511
Attachment A
Page 9 of 63 Pages
REF. DWG.: 13-2-065
SSLL NO. 060350566

CHECKED BY: _____
C: \JMMjr\2015\V0511(SLS)



McLAUGHLIN ENGINEERING COMPANY
LB#285

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



FIELD BOOK NO. _____

DRAWN BY: JMMjr

JOB ORDER NO. U-8725, U-9147, V-0511

CHECKED BY: _____

REF. DWG.: 13-2-065

C: \JMMjr\2015\VO511(SLS)

This Instrument Prepared by:
Danielle DeVito-Hurley, Esq.
Gunster
450 East Las Olas Blvd., Suite 1400
Ft. Lauderdale, FL 33301

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

RIVERWALK LINEAR PARK EASEMENT

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

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

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

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

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

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

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

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

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

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

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

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

6. Default; Indemnification.

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

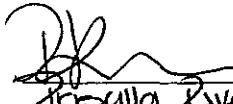
QBP

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

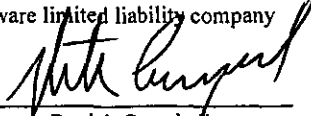
Signed, sealed and delivered in the presence of:


WITNESSES:

GRANTOR:


Iracilia Davis
[Witness type or print name]

LOYCA PROPERTY OWNER LLC, a
Delaware limited liability company

By 
Name: Patrick Campbell
Title: Vice President



Victoria Delgado
[Witness type or print name]

STATE OF FLORIDA
COUNTY OF BROWARD

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

SEAL




Print Name: Susie Perez
Commission Expires: May 9, 2016

Page 7 of 22



GRANTEE:

WITNESSES:

CITY OF FORT LAUDERDALE

Robert B. Dunckel
ROBERT B. DUNCKEL
[Witness type or print name]

Jonda K. Joseph
JONDA K. JOSEPH
[Witness type or print name]



STATE OF FLORIDA
COUNTY OF BROWARD:

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

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

ATTEST:
Jonda K. Joseph
Jonda Joseph, City Clerk

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

The foregoing instrument was acknowledged before me this 21st day of April, 2015, by John P. "Jack" Seiler, Mayor of the City of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)



Jeanette A. Johnson
Notary Public, State of Florida
(Signature of Notary taking
Acknowledgment)
Jeanette A. Johnson
Name of Notary Typed,
Printed or Stamped
My Commission Expires: 1/31/19
Commission Number FF 166303

ABD

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 20th day of April, 2015, by **Lee R. Feldman**, City Manager of the City of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me and did not take an oath.
(SEAL)



Donna M. Samuda
Notary Public, State of Florida
(Signature of Notary taking
Acknowledgment)
DONNA M. SAMUDA
Name of Notary Typed,
Printed or Stamped
My Commission Expires:
January 30, 2017
Commission Number EE 84 2025

[EXHIBITS AND MORTGAGE SUBORDINATION AGREEMENT FOLLOWS]

ABD

Exhibit A – Legal Description of Property

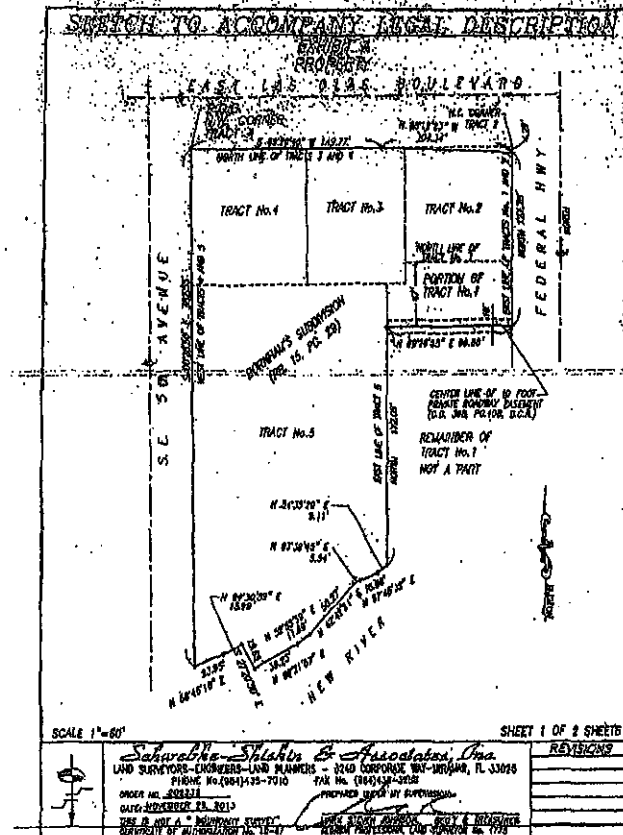
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Page 9 of 13

Page 10 of 22

Attachment B
Page 21 of 63 Pages
SSLL NO. 060350566

ABD



Handwritten signature/initials

LEGAL DESCRIPTION TO ACCOMPANY SKETCH

EXHIBIT A

PROPERTY

TRACTS 1 AND 2 AND PORTIONS OF TRACTS 3, 4 AND 5 OF "BURNHAM'S SUBDIVISION" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 10 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 25 MINUTES 00 SECONDS EAST, ALONG THE WEST LINE OF SAID TRACTS 4 AND 5, FOR 381.25 FEET TO THE POINT OF AN EXISTING CORNER, THENCE NORTH 80 DEGREES 40 MINUTES 10 SECONDS EAST FOR 21.50 FEET, THENCE NORTH 01 DEGREES 30 MINUTES 00 SECONDS EAST FOR 15.00 FEET, THENCE SOUTH 87 DEGREES 00 MINUTES 00 SECONDS EAST FOR 14.00 FEET, THENCE NORTH 01 DEGREES 25 MINUTES 07 SECONDS EAST FOR 14.81 FEET, THENCE NORTH 80 DEGREES 30 MINUTES 30 SECONDS EAST FOR 11.09 FEET, THENCE NORTH 42 DEGREES 42 MINUTES 31 SECONDS EAST FOR 50.27 FEET, THENCE NORTH 01 DEGREES 30 MINUTES 40 SECONDS EAST FOR 6.54 FEET, THENCE NORTH 07 DEGREES 40 MINUTES 20 SECONDS EAST FOR 15.00 FEET, THENCE NORTH 54 DEGREES 35 MINUTES 30 SECONDS EAST FOR 0.11 FEET (THE LAST DESCRIBED BEING COURSES WERE ALONG THE ANGLE OF THE SAID EXISTING CORNER), THENCE NORTH, ALONG THE EAST LINE OF SAID TRACT 4, FOR 17.00 FEET, THENCE NORTH 80 DEGREES 20 MINUTES 00 SECONDS EAST, ALONG THE CENTERLINE OF A 40 FOOT PRIVATE ROADWAY EASTWARD AS RECORDED IN DEED BOOK 206, PAGE 408 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID CENTERLINE ALSO BEING PARALLEL WITH AND 42.00 FEET SOUTH OF THE NORTH LINE OF SAID TRACT 4; THENCE NORTH, ALONG THE EAST LINE OF SAID TRACTS 1 AND 2, FOR 127.75 FEET TO A POINT THAT IS 4.20 FEET SOUTH OF THE NORTHWEST CORNER OF SAID TRACT 2; THENCE NORTH 60 DEGREES 12 MINUTES 43 SECONDS WEST FOR 104.34 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT 3; THENCE SOUTH 89 DEGREES 40 MINUTES 40 SECONDS WEST, ALONG THE NORTH LINE OF SAID TRACTS 3 AND 4 FOR 143.77 FEET TO THE POINT OF BEGINNING.

SUB-SECTION 1 AND 2 OF SECTION 10, TOWNSHIP 20 SOUTH, RANGE 32 EAST, BROWARD COUNTY, FLORIDA.


NOTES:

- 1) BEARINGS SHOWN HEREON ARE BASED UPON AN ASSUMED "NORTH", ALONG THE CENTERLINE OF FEDERAL HIGHWAY.
- 2) PROVIDED 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	PL	DENOTES PLAT BOOK
R.S.A.	DENOTES BROWARD COUNTY RECORDS	P.S.	DENOTES PAGE
D.B.	DENOTES DEED BOOK	P.A.B.	DENOTES POINT OF BEGINNING

SHEET 2 OF 3 SHEETS



Sharvabha Shukla & Associates, Inc.
 LAND SURVEYORS-ENGINEERS-AND PLANNERS - 3240 CORPORATE BLVD.-SUITE 101, 33006
 PHONE: (954) 755-7010 FAX: (954) 755-3080
 DEED NO. 202222
 DATED: 08/28/2022
 THIS IS NOT A "BOUNDARY SURVEY"
 (SECTION 10 OF AUTOREGISTRATION 175-10-01)

PHOTO MOUNTED SURVEYING

DATE: 08/28/2022 BY: [Signature]
 LICENSE: PROFESSIONAL LAND SURVEYOR No. 1972

REVISIONS

EXHIBIT "A"

Page 2 of 2



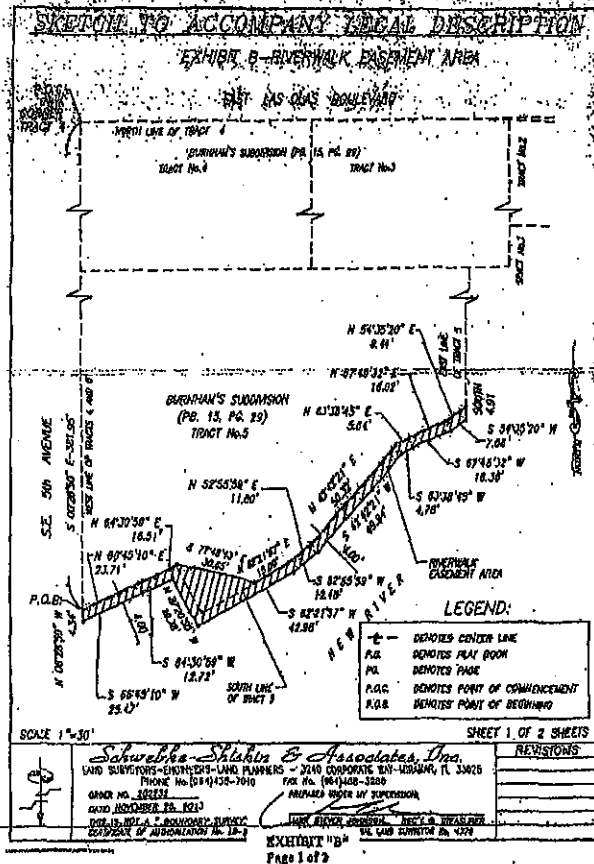
Exhibit B – Legal Description of Uplands Riverwalk Easement Area

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Page 10 of 13

Page 13 of 22

ADD



Q30

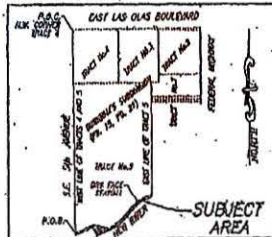
EXHIBIT B- RIVERWALK EASEMENT AREA

[illegible]

Said Land lying and being in Section 10, Township 50 South, Range 12 East, Broward County, Florida.

NOTES:

- 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 80 SOUTH,
RANGE 42 EAST
NOT TO SCALE

SHEET 2 OF 2 SHEETS

Schwebke-Shitskin & Associates, Inc.

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

PHONE No. (984) 434-7010

ORIGIN NO. 207238
DATE: NOVEMBER 25, 1973

THIS IS NOT A "BOUNDARY SURVEY".

SECRETOR OF AGRICULTURE NO. 10-87

WASH. STATE N. CO. 1932

TURNER PROFESSIONAL BUILDING

EXHIBIT "B"
Page 2 of 2

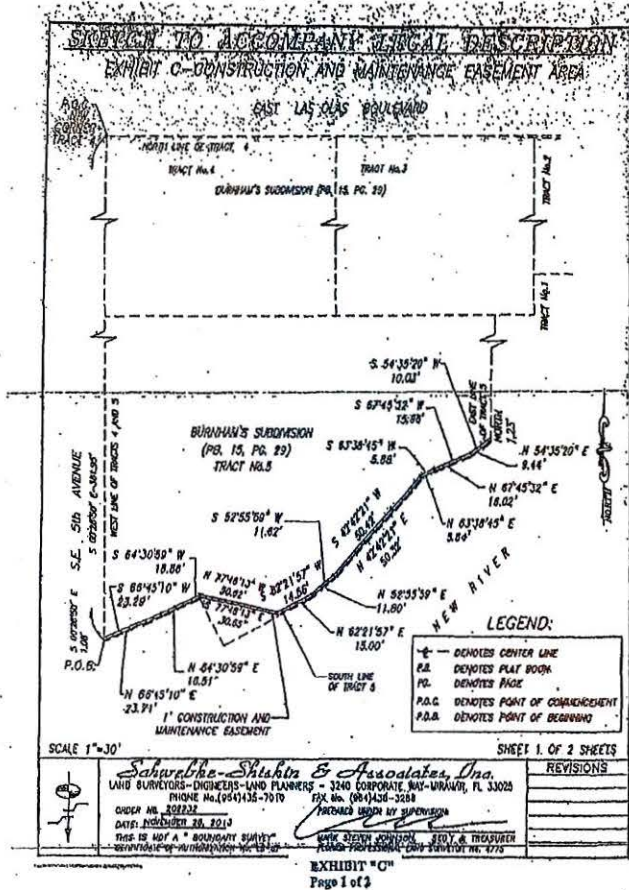
Exhibit C – Legal Description of Construction and Maintenance Easement Area

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Page 11 of 13

Page 16 of 22

ABD



QBP

LEGAL DESCRIPTION TO ACCOMPANY SKETCH

EXHIBIT C-CONSTRUCTION AND MAINTENANCE EASEMENT AREA

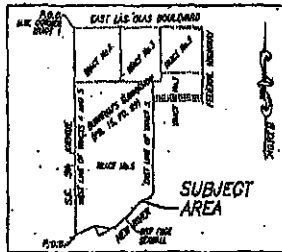
A PORTION OF TRACT 3 OF "BURMAN'S SUBDIVISION" ACCORDING TO THE MAP THEREOF AS RECORDED IN PLAT BOOK 15, PAGE 46 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF TRACT 4, OF SAID PLAT OF "BURMAN'S SUBDIVISION" THENCE SOUTH 20 DEGREES 20 MINUTES 30 SECONDS EAST, ALONG THE WEST LINE OF SAID TRACTS 4 AND 5, FOR 381.45 FEET TO THE INTERSECTION OF SAID SOUTH LINE AND THE POINT OF BEGINNING THENCE NORTH 84 DEGREES 43 MINUTES 10 SECONDS EAST FOR 51.71 FEET THENCE NORTH 84 DEGREES 43 MINUTES 10 SECONDS EAST FOR 14.81 FEET THE LAST TWO MENTIONED COURSES ALSO BEING PARALLEL WITH AND 0.55 FEET PARTIALLY OF THE SOUTH LINE OF SAID TRACT 4 THENCE SOUTH 77 DEGREES 40 MINUTES 13 SECONDS EAST FOR 30.00 FEET THENCE NORTH 88 DEGREES 21 MINUTES 57 SECONDS EAST FOR 14.00 FEET THENCE NORTH 88 DEGREES 20 MINUTES 29 SECONDS EAST FOR 11.00 FEET THENCE NORTH 45 DEGREES 15 MINUTES 21 SECONDS EAST FOR 40.12 FEET THENCE NORTH 85 DEGREES 30 MINUTES 45 SECONDS EAST FOR 5.01 FEET THENCE NORTH 87 DEGREES 45 MINUTES 10 SECONDS EAST FOR 16.00 FEET THENCE NORTH 84 DEGREES 45 MINUTES 20 SECONDS EAST FOR 0.44 FEET, THE LAST SIX MENTIONED COURSES ALSO BEING PARALLEL WITH AND 0.55 FEET PARTIALLY OF THE SOUTH LINE OF SAID TRACT 4 THENCE NORTH ALONG THE EAST LINE OF SAID TRACT 4, FOR 1.25 FEET THENCE SOUTH 84 DEGREES 30 MINUTES 20 SECONDS WEST FOR A DISTANCE OF 16.00 FEET THENCE SOUTH 87 DEGREES 45 MINUTES 32 SECONDS WEST FOR 14.00 FEET THENCE SOUTH 85 DEGREES 30 MINUTES 45 SECONDS WEST FOR 4.00 FEET THENCE SOUTH 84 DEGREES 45 MINUTES 21 SECONDS WEST FOR 20.00 FEET THENCE SOUTH 85 DEGREES 55 MINUTES 20 SECONDS WEST FOR 11.00 FEET THENCE SOUTH 84 DEGREES 41 MINUTES 07 SECONDS WEST FOR 14.00 FEET, THE LAST SIX MENTIONED COURSES ALSO BEING PARALLEL WITH AND 1.25 FEET PARTIALLY OF THE SOUTH LINE OF SAID TRACT 4 THENCE NORTH 77 DEGREES 40 MINUTES 13 SECONDS WEST FOR 30.00 FEET THENCE SOUTH 84 DEGREES 45 MINUTES 20 SECONDS WEST FOR 16.00 FEET THENCE SOUTH 85 DEGREES 45 MINUTES 10 SECONDS WEST FOR 30.20 FEET, THE LAST TWO MENTIONED COURSES ALSO BEING PARALLEL WITH AND 1.25 FEET PARTIALLY OF THE SOUTH LINE OF SAID TRACT 4 THENCE SOUTH 80 DEGREES 20 MINUTES 30 SECONDS WEST FOR 1.00 FEET TO THE POINT OF BEGINNING.

SAID "BURMAN'S SUBDIVISION" BEING IN SECTION 10, TOWNSHIP 30 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 30 SOUTH,
RANGE 42 EAST,
NOT TO SCALE

SHEET 2 OF 2 SHEETS

Schwabbe-Siskin & Associates, Inc. LAND SURVEYORS-ENGINEERS-PLANNERS - 3840 CORCORAN WAY-IRVING, FL 33055 PHONE NO. (954) 435-7010 FAX NO. (954) 435-0188 ORDER NO. 202222 DATE: JANUARY 24, 2013 DTD: 10-10-12 PREPARED BY: SURVEYOR CHECKED BY: SURVEYOR DATE: JANUARY 24, 2013 DATE: JANUARY 24, 2013		REVISIONS 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 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EXHIBIT D - Matters of Record

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

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FTL_ACTIVE 4422568.11

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QBD

EXHIBIT E - Legal Description of Submerged Riverwalk Easement Area

FTL_ACTIVE 4422568.14

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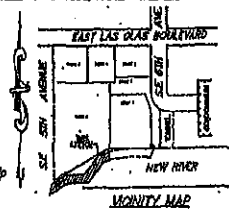
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QBD



McLAUGHLIN ENGINEERING COMPANY
 184265
 ENGINEERING • SURVEYING • PLANNING • 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 30 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 86, 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 4.00 feet; thence South 13°54'27" West, a distance of 27.02 feet; thence North 61°59'40" East, a distance of 61.69 feet; thence North 66°20'12" East, a distance of 53.22 feet; thence North 39°44'05" East, a distance of 50.33 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 26.93 feet; thence South 53°08'57" West, a distance of 7.69 feet; thence South 78°47'49" West, a distance of 21.25 feet; thence South 39°44'05" West, a distance of 58.21 feet; thence South 66°20'12" West, a distance of 46.88 feet; thence South 61°39'40" West, a distance of 43.28 feet to the Point of Beginning.

Said land situate being and being in the City of Fort Lauderdale, Florida, and containing 3,738 square feet or 0.0858 acres more or less.

CERTIFICATION

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

McLAUGHLIN ENGINEERING COMPANY

RONALD A. McLAUGHLIN
 Registered Land Surveyor No. 3269
 State of Florida

- NOTES
- 1) This sketch reflects all measurements and calculations as shown on the sketch and is not to be used for any other purpose.
 - 2) All measurements are in feet and inches.
 - 3) All measurements are to the center of the line.
 - 4) All measurements are to the center of the line.
 - 5) All measurements are to the center of the line.
 - 6) All measurements are to the center of the line.
 - 7) All measurements are to the center of the line.
 - 8) All measurements are to the center of the line.
 - 9) All measurements are to the center of the line.
 - 10) All measurements are to the center of the line.

FIELD BOOK NO. _____

DRAWN BY: BAP

FOR DEPOSIT NO. 17-5725 (0.111)

CHECKED BY: _____

REV. DATE: 12-9-

On 4/10/2014/18755

EXHIBIT "E"
 Sheet 1 of 2

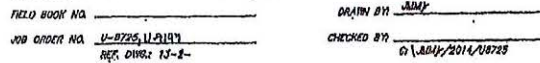


EXHIBIT "E"
Sheet 2 of 2