



COMMISSION AGENDA ITEM  
DOCUMENT ROUTING FORM

② 9/8/16

Today's Date: 8-31-2016

DOCUMENT TITLE: Agreement – Riverwalk

COMM. MTG. DATE: 7/12/16 CAM #: 16-0715 ITEM #: CM-14 CAM attached: ☐ YES ☒ NO

Routing Origin: CAO Router Name/Ext: Shaniece Louis / Ext. 5036

CIP FUNDED: ☐ YES ☒ NO

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

2) City Attorney's Office # of originals attached: 2 Approved as to Form: ☒ YES ☐ NO

Date to CCO: 8-31-16 RBD  
Initials

3) City Clerk's Office: # of originals: \_\_\_\_\_ Routed to: Gina Ri/CMO/X5013 Date: \_\_\_\_\_

4) City Manager's Office: CMO LOG #: Sep 3 Date received from CCO: 9/2/16

Assigned to: L. FELDMAN ☒ S. HAWTHORNE ☐ C. LAGERBLOOM ☐  
L. FELDMAN as CRA Executive Director ☐

☐ APPROVED FOR LEE FELDMAN'S SIGNATURE ☐ N/A FOR L. FELDMAN TO SIGN

PER ACM: S. HAWTHORNE (Initial/Date) C. LAGERBLOOM  
(Initial/Date) ☐ PENDING APPROVAL (See comments below)

Comments/Questions: \_\_\_\_\_

Forward \_\_\_\_\_ originals to ☒ Mayor ☐ CCO Date: 9/6/16

5) Mayor/CRA Chairman: Please sign as indicated. Forward 2 originals to CCO for attestation/City seal (as applicable) Date: 9/7/16

**INSTRUCTIONS TO CLERK'S OFFICE**

City Clerk: Retains 1 original and forwards 1 original(s) to: Shaniece Louis / CAO/ Ext. 5036 or Astrid Sperling (in Shaniece's absence) / Ext. 5001

Attach \_\_\_\_\_ certified Reso # \_\_\_\_\_ ☐ YES ☒ NO Original Route form to CAO



August 31, 2016

Fort Lauderdale Downtown Development Authority  
305 S Andrews Ave, Suite 301  
Fort Lauderdale, FL 33301

To Whom it May Concern:

This memorandum, in accordance with Section 2.3 of the lease agreement between the Fort Lauderdale Downtown Development Authority and the City of Fort Lauderdale, certifies that the punch list of items has been repaired or replaced to the satisfaction of the Parks and Recreation Department.

Sincerely,

Phil Thornburg, Director

## AGREEMENT

THIS IS AN AGREEMENT, made this 12<sup>th</sup> day of July, 2016, by and between:

**THE CITY OF FORT LAUDERDALE**, a Florida municipal corporation whose principal address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301 hereinafter referred to as "City,"

And

**DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF FORT LAUDERDALE**, a public and corporate established under the Laws of Florida, whose principal address is 310 East Broward Boulevard, Suite 1610, , Fort Lauderdale, FL 33301 (hereinafter referred to as "DDA").

WHEREAS, City and DDA desire to work together to fund further improvements to the Riverwalk including construction and completion of additional walkways, landscaping, irrigation, lighting, seawall and other improvements consistent with the nature of the improvements otherwise constructed within the Riverwalk and as generally described in the attached **Exhibit "A-1"** (the "**Riverwalk Improvements**") to be constructed on the property and within the boundary areas shown in the attached **Exhibit "A-2"** (the "**Riverwalk Extension Project**"); and

WHEREAS, the City has been granted a **Riverwalk Linear Park Easement** dated May 16, 2014, recorded July 8, 2014 in the Public Records of Broward County, Florida at Official Records Book 50916, Pages 15876 -1616 under Instrument # 112394926 by The Stranahan House, Inc., a Florida corporation under the terms and conditions and over the property described in **Exhibit "B-1"**, and a **Riverwalk Linear Park Easement** dated April 21, 2015, and recorded April 23, 2015 in the Public Records of Broward County, Florida at Instrument # 112945241 by LOYCA Property Owners, LLC. under the terms and conditions and over the property described in **Exhibit "B-2"** (collectively the "Easement Areas") for the purposes set forth in the attached **Exhibit "B-1"** and **Exhibit "B-2"**; and

WHEREAS, the DDA utilized the services of Gary Johnson, Esq. in negotiating and securing the Exhibit "B-1" and Exhibit "B-2" easements granted to and accepted by the City in order to allow the construction of the Riverwalk Extension Project; and

WHEREAS, the DDA entered into a permitting and construction contract with B&M Marine, Inc. on December 3, 2013 to design, permit and construct the Riverwalk Extension Project; and



WHEREAS, the DDA has requested assistance from the City to participate in the funding of the Riverwalk Extension Project; and

WHEREAS, the DDA has been and shall be responsible for permitting and construction of the Riverwalk Extension Project with a funding contribution from the City; and

WHEREAS, the City Commission of the City at its July 12, 2016 Regular Meeting authorized execution of this Agreement;

**NOW, THEREFORE,** in consideration of the mutual promises, covenants and agreements herein contained and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

1. **PURPOSE OF AGREEMENT.** The purpose of this Agreement is to set forth the understandings of the City and DDA with respect to the City providing funding for the negotiation and securing of the Riverwalk Linear Park Easements, Exhibits "B-1" and "B-2", together with the design, permitting and construction of the Riverwalk Extension Project.

2. **RESPONSIBILITIES OF CITY.** The City shall:

A. Provide funding in the not to exceed amount of Three Hundred Thousand Dollars (\$300,000) to DDA for the acquisition of easements and the permitting and construction of the Riverwalk Extension Project as described in **Exhibit "A-2"** subject to the following conditions:

i. Funding shall be used solely for expenses incurred by DDA since October 15, 2013 for third party legal expenses incurred by DDA, on behalf of the City, for obtaining easements for the Riverwalk Extension Project and in the permitting and construction of the Riverwalk Extension Project, the use of such funds to be in substantial accordance with the project budget attached hereto and incorporated herein by reference as **Exhibit "C"**. Payments to DDA by City shall be made within thirty (30) calendar days of receipt of DDA's properly supported invoices as follows: since the City's share of the overall Project cost is 46.8%, then, upon submission of supporting invoices by DDA, City shall reimburse DDA for 46.8% of DDA's expenditure said invoice(s) to be supported with all proof of payments, release of liens, "as built" plans, etc., as required herein. All payments up to \$300,000 shall be made by City to DDA after review and acceptance of DDA's invoices and





supporting documentation, by the City Manager.

- ii. Under no circumstances shall City be required to pay more than the approved funding set forth herein.
- iii. All funding provided by the City is to be used solely for the acquisition of easements, permitting and construction costs of the Riverwalk Extension Project as delineated in the **Exhibit "C"** Project Budget. The DDA's **Exhibit "C"** Project Budget is subject to audit by the City.

3. **RESPONSIBILITIES OF DDA.** DDA shall:

- A. Provide a budget for the proposed Riverwalk Extension Project, said document being attached hereto as **Exhibit "C"**. The **Exhibit "C"** Project Budget includes a line item for all anticipated expenses.
- B. Provide additional funding for the Riverwalk Extension Project in the estimated amount of Three Hundred Forty Thousand Nine Hundred and Twenty-Seven Dollars (\$340,927) to fund the remaining cost of the Riverwalk Extension Project, and provide for funding for any cost overruns beyond the amount shown in the Project Budget attached as **Exhibit "C"**.
- C. Provide City all necessary receipts, invoices and proof of payments and reports necessary to evidence that funds are spent in accordance with this Agreement.
- D. Repay City any City funds not used in accordance with the terms of this Agreement upon being notified by the City that such funds were not used in accordance with the terms of this Agreement.
- E. DDA is responsible for securing all applicable permits and compliance with all applicable law.
- F. DDA shall complete the Riverwalk Extension Project generally within the timeframes set forth in the **Project Schedule** attached hereto as **Exhibit "D" Project Schedule**; but, no later than three years from the date of the **Exhibit "B-1"** Stranahan House Easement, or May 16, 2017.
- G. Ownership of Improvements. The parties agree that the City shall become the owner of all the Riverwalk Improvements related, incidental or allied to the Riverwalk Extension Project after the completion of construction by the DDA and upon acceptance of



the Riverwalk Extension Project by the City, which shall be defined as the (i) receipt and approval of "as built" drawings (ii) receipt of assignment to the City of Fort Lauderdale of all warranties for all of the Riverwalk Improvements, and (iii) final release of all subcontractor and supplier liens as acknowledged and accepted by the City Manager. At the conclusion of the construction, the DDA shall deliver a bill of sale absolute conveying title to the Riverwalk Improvements to the City, free and clear of liens and encumbrances created by, through or under the DDA related to the Riverwalk Extension Project and said Improvements shall be subsequently maintained by the City in a reasonable manner for the recreation, use and enjoyment by the public and shall be retained by City or any other successor municipal public agency responsible to maintain it.

4. **ASSIGNMENT.** DDA shall have no authority to assign any portion of this Agreement to a third party. Should DDA attempt to assign this Agreement, then this Agreement shall be terminated forthwith, without prior notice to DDA.

5. **AMENDMENTS.** No modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto, with the same formality and equal dignity herewith.

6. **WAIVER.** Failure of the City to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any covenant, condition, or right; but the same shall remain in full force and effect. None of the conditions, covenants or provisions of this Agreement shall be waived or modified except by the parties hereto in writing.

7. **TERMINATION.**

- A. This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health, safety, or welfare.
- B. This Agreement may be terminated for cause for reasons including, but not limited to, the DDA's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work, or failure to continuously perform the work in a manner calculated to





meet or accomplish the objectives as set forth in this Agreement.

- C. Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the City Manager, which the City Manager deems necessary to protect the public health, safety, or welfare, may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement. In the event this Agreement is terminated for cause, the DDA shall return all sums paid by the City under the Agreement through the termination date specified in the written notice of termination.
- D. In the event the Agreement is terminated as a result of acts or omissions of the DDA or any of its agents, then, in that event, all funds paid by the City to DDA shall be refunded to the City. This clause shall survive termination of the Agreement and shall not be merged into the termination.

8. **NOTICE.** Whenever either party desires to give notice to the other, such notice must be in writing and sent by United States mail, return receipt requested, courier evidenced by a delivery receipt, electronically or facsimile, evidenced by a delivery receipt, or by an overnight express delivery service, evidenced by a delivery receipt, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice. Notice shall be effective upon delivery as evidenced by a delivery receipt.

Notice to CITY shall be addressed to:

City Manager  
City of Fort Lauderdale  
100 North Andrews Avenue  
Fort Lauderdale, Florida 33301

Notice to DDA shall be addressed to:

Executive Director  
Fort Lauderdale Downtown Development Authority  
310 East Broward Boulevard, Suite 1610  
Fort Lauderdale, Florida 33301

9. **PUBLIC RECORDS.** To the extent applicable, DDA agrees to comply with Section 119.0701, Florida Statutes, specifically to:



- A. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the DDA upon termination of the agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

10. **LAWS AND ORDINANCES.** DDA shall observe and comply with all applicable local, county, state and federal laws, ordinances and regulations in connection with the performance of this Agreement and securing any contractors to perform work in furtherance of this Agreement.

11. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Florida and venue for purposes of litigation arising out of this Agreement shall be Broward County, Florida.

12. **INSURANCE/INDEMNIFICATION.**

12.1 DDA is an "agency or subdivision" of the state for the purpose of sovereign immunity under Fla. Stat. Sec. 768.28 (1) (2016) and is self-insured under Fla. Stat. Sec. 768.28 (16) (2016) and therefore is not required to carry the insurance coverage outlined in this Section. However, DDA shall require its agents and subcontractors to purchase and maintain, at its expense, Comprehensive General Liability Insurance with minimum combined single limits of \$1,000,000 covering all claims arising directly or indirectly out of the activities outlined in this Agreement. In addition, the agents and subcontractors of DDA under this Agreement shall be required to:

- A. Include the CITY and DDA as "an additional insured".
- B. Provide thirty (30) day Notice of Cancellation to CITY and DDA prior to any insurance cancellation.
- C. Provide certificates of Insurance to the CITY and DDA prior to commencement of activities under this Agreement for the Risk



Manager to determine acceptability by the CITY.

- D. All subcontractors and agents of DDA shall maintain, at their own expense, insurance policies in accordance with this Section.
- E. The policies shall remain in full force and effect throughout the term of this Agreement.
- F. Subcontractors and agents of DDA shall secure workers' compensation insurance in accordance with Florida law.

12.1.1 All of the policies of insurance required under this Agreement shall:

- (i) Be in the form and substance approved by the Florida Office of Insurance Regulation ("FIOR"),
- (ii) Be issued only by companies licensed by FIOR,
- (iii) Have Certificates of Insurance pertaining to same shall be delivered to City, at least fourteen (14) days prior to the Effective Date of this Agreement,
- (iv) Be with a carrier having an A Best's Rating of not less than A, Class VII,
- (v) Bear endorsements showing the receipt by the respective companies of the premiums thereon or shall be accompanied by other evidence of payment of such premiums to the insurance companies, including evidence of current annual payment, if on any installment payment basis, and
- (vi) Provide that such policy or policies may not be canceled by the insurer for thirty (30) days after service of notice of the proposed cancellation upon City and shall not be invalidated as to the interest of City by any act, omission or neglect of DDA.

Whenever under the provisions of this Agreement, insurance is required of the DDA, the DDA shall upon execution of this Agreement provide the following:

- (vii) Certificates of insurance evidencing the required coverage's; and
- (viii) Names and addresses of companies providing coverage's; and
- (ix) Effective and expiration dates of policy; and
- (x) Submission of the Certificates to the Risk Manager of the City. In the event the DDA does not provide evidence of the proper insurance in accordance with the terms of this Agreement, the City's Risk Manager, upon written notice to DDA, may secure



the required coverage and DDA shall pay the cost thereof within thirty (30) days of being provided with an invoice therefor by the City.

12.2 DDA agrees to indemnify and hold harmless CITY, as well as its employees and agents, against any and all damage of any nature whatsoever including but not limited to death or injury, property damage, claims, suites, actions, judgments, attorney fees and court costs arising out of, attributable to or in any way connected with, the acts, omissions, negligence of DDA, its subcontractors, employees and agents acting within the course and scope of their duties, including third parties not in privity with DDA in connection with this Agreement or activities arising out of or related to this Agreement (hereinafter, "Claims"). This indemnification shall survive termination or expiration of this Agreement and shall not be limited by any insurance required under this Agreement. Nothing herein shall serve as a waiver sovereign immunity by any party to which sovereign immunity is applicable or extend the City's liability beyond the limits established in section 768.28, Florida Statutes, as amended.

12.2.1 DDA further agrees to investigate, handle, respond to, provide defense for and defend any such Claims at its sole expense and agrees to bear all other costs and expenses related thereto, even if the Claim is groundless, false or fraudulent, and if called upon by the City, DDA shall assume and defend not only itself but also the City in connection with any Claims and any such defense shall be at no cost or expense whatsoever to the City, provided that the City (exercisable by the City's City Manager) shall retain the right to select counsel of his own choosing. The indemnification obligations set forth herein shall survive termination of this Agreement for a period coincident with the statute of limitations period applicable to the offending act, omission or default.

12.3 DDA agrees that prior to commencing any work or construction for the Riverwalk Extension Project, DDA shall require any contractor building the Riverwalk Improvements to maintain at all times a valid statutory payment and performance bond in accordance with Section 255.05, Florida Statutes, as same may be amended from time to time. Each bond must guarantee to the DDA/City the completion of the work being performed by the contractor as well as full payment of all suppliers, material men, laborers or subcontractors employed in completing the improvement and shall name the DDA and City as dual obligees under the bond.

12.4 DDA agrees to include the following provisions in any contracts it enters into with contractors in connection with the construction and completion of any of the Riverwalk Improvements:

A. In consideration of the sum of ten (\$10.00) Dollars and other good and valuable consideration, the contractor shall indemnify and hold the City of Fort Lauderdale, its agents, officers and employees harmless from or on account of any injuries or damages, received or sustained by any person or persons arising out of or in any way connected with the operations or work



performed on the subject property by Contractor, including during any warranty period, by use of any improper materials, by any intentional act, by any misconduct or recklessness, or by or on account of any other act or omission of said Contractor or its subcontractors, agents, servants or employees.

B. Contractor agrees to indemnify and hold the City of Fort Lauderdale harmless, including during any warranty period, against any claims or liability arising out of or in any way connected with the violation of any state, federal, City or local laws, ordinances, statutes, rules or regulations by Contractor, its subcontractors, agents, servants or employees.

C. Contractor further agrees to indemnify and hold the City of Fort Lauderdale, its agents, officers and employees harmless, for or on account of any injuries or damages, received or sustained by any person or persons arising out of or in any way connected with patent construction defects.

D. These indemnifications shall survive the term of this Agreement. In the event that any action or proceeding is brought against the City by reason of any such claim or demand, Contractor, upon written notice from City shall resist and defend such action or proceeding by legal counsel satisfactory to City.

DDA agrees to indemnify and hold City harmless from any claim of lien by any contractor, sub-contractor, materialman or any other person, firm or corporation whatsoever, and DDA further agrees to hold the City harmless and to indemnify the City for all costs, including costs of defenses, attorneys' fees and other expenses, in connection with any claim of whatsoever kind, whenever the same may be presented, arising out of the construction of any of the Riverwalk Improvements for the Riverwalk Extension Project.

This indemnification provision shall survive the termination of this Lease Agreement and shall not be limited by any insurance requirements set forth herein.

12.5 DDA agrees to include the following insurance provisions in any contracts it enters into with contractors in connection with the construction and completion of any of the Riverwalk Improvements, and DDA further agrees to provide City, prior to commencement of any improvements, certificates of insurance evidencing the contractor's compliance with this Article:

A. Without limiting any of the other obligations or liabilities of Contractor, Contractor shall provide, pay for, and maintain in force until all of its work to be performed under the Contract has been completed and accepted (or for such duration as is otherwise specified hereinafter), the insurance coverage's set forth herein. All policies shall be endorsed to provide City with at least ten (10) days prior written notice of any

modification, cancellation, restriction or termination to the policy.

- (1) Workers' Compensation and Employers Liability Insurance Coverage. The Contractor, at its expense, shall provide proof of workers' compensation insurance. The workers' compensation insurance must be in compliance with Florida Statute 440 and the employers liability insurance must be a minimum of \$500,000. Exceptions and exemptions can only be made if they are in accordance with Florida Statute.
- (2) Commercial General Liability Insurance Coverage. The Contractor, at its expense, shall provide proof of commercial general liability insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. This coverage must include, but is not limited to, coverage for the liability assumed by the Contractor under the indemnity provision of this Agreement, coverage for premises/operations, products/completed operations, broad form contractual liability and independent contractors.
- (3) Business Automobile Insurance. The Contractor, at its expense, shall provide proof of automobile liability insurance in an amount not less than \$1,000,000 per occurrence combined single limit for both bodily injury and property damage, including coverage for owned, hired, borrowed and non-owned vehicles.

13. **INDEPENDENT CONTRACTORS.** The City and the DDA are each an independent contractor under this Agreement. Services provided by each party pursuant to this Agreement shall be subject to the supervision of said party. In providing such services, neither DDA, or its agents shall act as officers, employees, or agents of the City. No partnership, joint venture, or other joint relationship is created hereby. The City does not extend to the DDA, or its agents any authority of any kind to bind the City in any respect whatsoever.

14. **SEVERABILITY.** If any provision of this Agreement or the application of any provision to any party of circumstance shall be prohibited by or invalid under applicable law, the provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remaining provisions of the Agreement or their application to other parties or circumstances.

15. **WAIVER.** The City's waiver of any breach of any term or condition, or covenant of this Agreement shall not constitute the waiver of any other breach of the same or any other term, condition, or covenant of this Agreement.

16. **ENTIRE AGREEMENT.** This Agreement embodies the entire





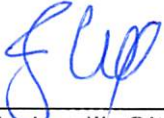
agreement and understanding between the parties, and supersedes all prior negotiations, representations or agreements, either written or oral. It may not be modified or terminated except as provided herein. If any provision herein is deemed invalid or unenforceable, it shall be considered deleted here from, and shall not invalidate the remaining provisions of the Agreement.

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[SIGNATURE PAGES FOLLOW]**



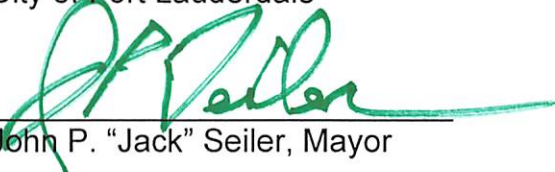
IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.


ATTEST:

  
\_\_\_\_\_  
Jeffrey A. Modarelli, City Clerk




City of Fort Lauderdale

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

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

APPROVED AS TO FORM:  
Cynthia A. Everett, City Attorney

By:   
\_\_\_\_\_  
Robert B. Dunckel  
Assistant City Attorney





WITNESSES:

Downtown Development Authority  
of the City of Fort Lauderdale

Chadwick Blue  
Phil Blue

[Witness print/type name]

MARTI BROWN

MARTI

[Witness print/type name]

By

Dennis O'Shea, Chairman

Tim Petrella, Vice Chair

ATTEST:

Alan Hooper, Secretary

CORPORATE SEAL)

STATE OF FLORIDA:  
COUNTY OF BOWARD:

The foregoing instrument was acknowledged before me this 26 day of August, 2016, by, Tim Petrella as V. Chair of Downtown Development Authority. He is personally known to me or produced as identification and did not take an oath.

(SEAL)

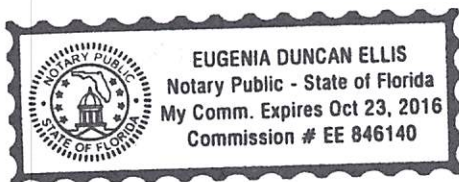
Eugenia Duncan Ellis  
Notary Public, State of Florida  
(Signature of Notary taking  
Acknowledgment)

EUGENIA DUNCAN ELLIS  
Name of Notary Typed,  
Printed or Stamped

My Commission Expires:

EE 846140  
Commission Number

10/23/16



EBP



1000

1000

**EXHIBIT A-1**  
**RIVERWALK IMPROVEMENTS**

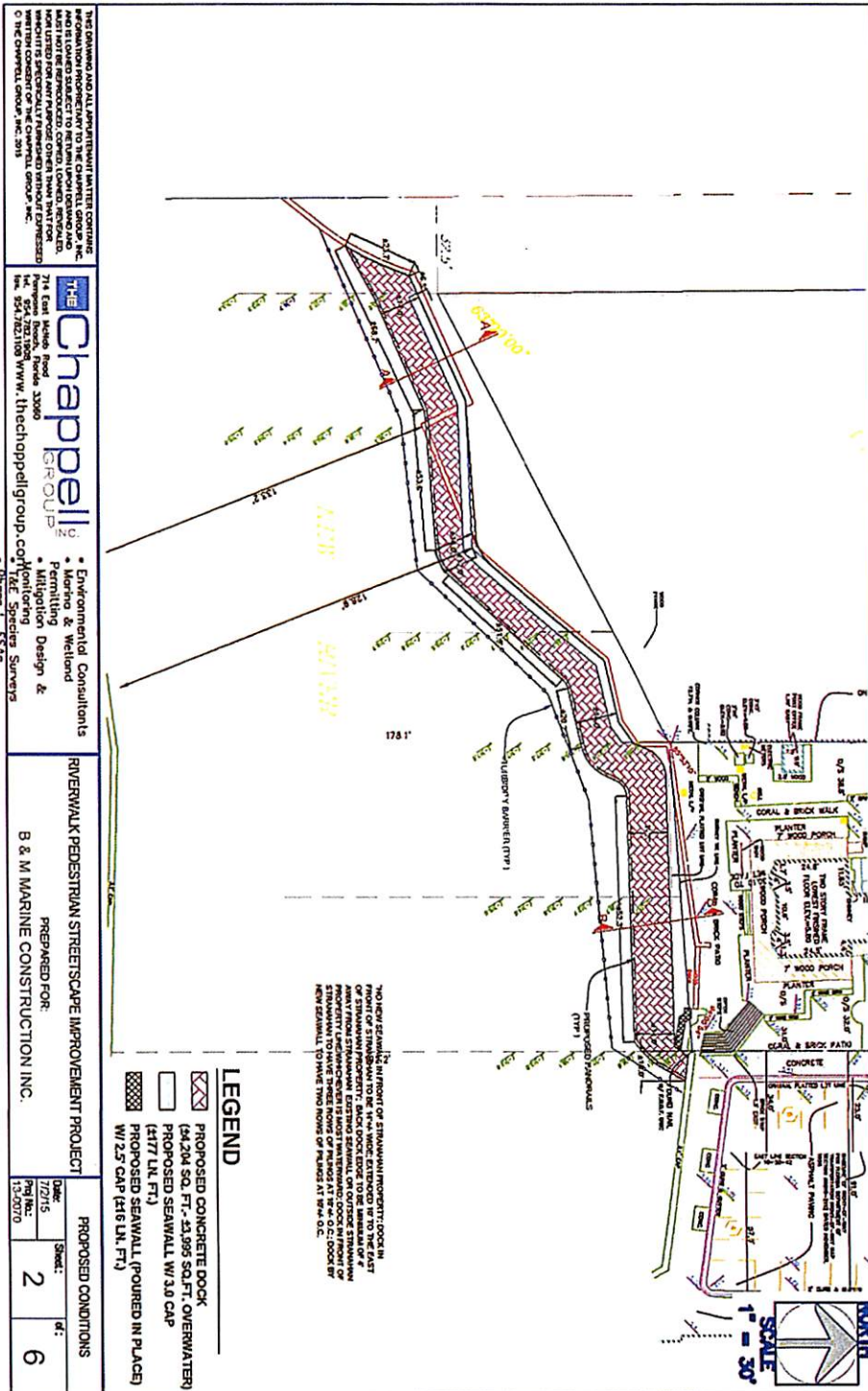
The Riverwalk Extension Project provides for the acquisition of easements and the design, permitting and construction of pedestrian walkways over new or improved seawalls extending the City's Riverwalk eastwardly over areas within the riparian rights of the historic Stranahan House and The Related Group's Icon Las Olas project.

Riverwalk Extension Project Improvements Include:

1. Construct a 177 foot concrete seawall with a 3 foot cap located 1.5 feet water ward of the existing seawall.
2. Install 200 cubic yards of riprap water ward of the proposed seawall.
3. Construct a 5,840 square foot dock (17 feet wide by 343 feet long).
4. Install approximately 76 new 12-inch concrete piles by impact hammer.



# EXHIBIT A-2 RIVERWALK EXTENSION PROJECT AREA



*Handwritten signature/initials*

**EXHIBIT B-1**  
**THE STRANAHAN HOUSE, INC**  
**RIVERWALK LINEAL PARK EASEMENT**

The Riverwalk Lineal Park Easement entered into May 16, 2014 to follow in its entirety.

**[THE REMAINDER OF THIS PAGE INTENSIONALLY LEFT BLANK]**

*QBD*



**This Instrument Prepared by:**

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

**RECORDED AND RETURN TO:**

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

## RIVERWALK LINEAR PARK EASEMENT

THIS RIVERWALK LINEAR PARK EASEMENT, made this 16<sup>th</sup> 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:

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



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

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


ABD  
DO


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.

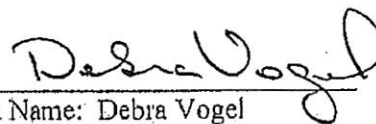
**IN WITNESS WHEREOF**, the Grantor has hereunto set its hand and seal the day and year first above written.

*Signed, sealed and delivered in the presence of:*

  
\_\_\_\_\_  
Stephanie Tretine  
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. Derrard  
Notary Public  
State of Florida  
MY COMMISSION # EE 181493  
EXPIRES: April 6, 2016  
Bonded Thru CNA Surety

Deloris P. Derrard  
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]

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 17<sup>th</sup> 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 13<sup>th</sup> 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

**Exhibit A – Legal Description of Property**

*ABD*  
*du*





# McLAUGHLIN ENGINEERING COMPANY

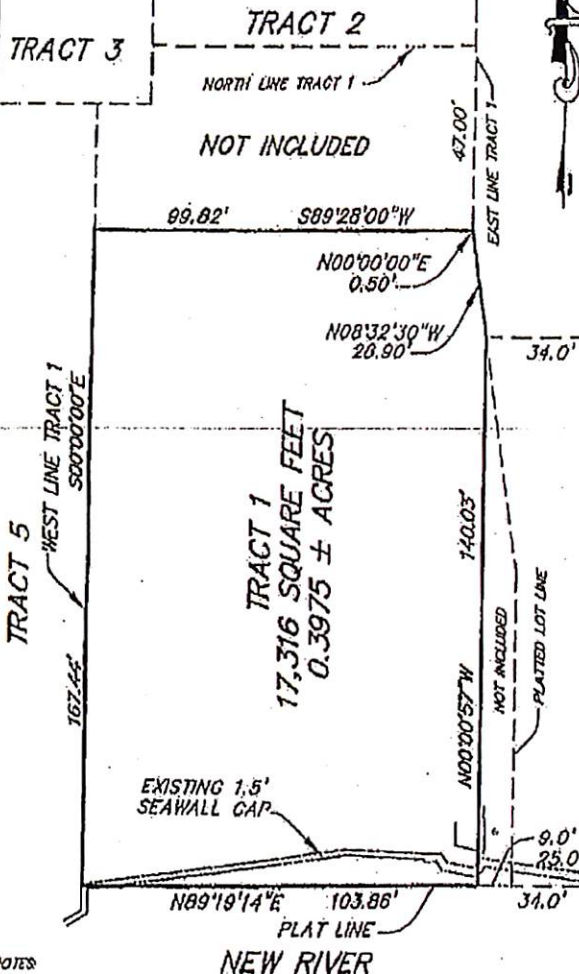
LB#285

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) 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

### 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: JMM/jr

JOB ORDER NO. U-8725

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

REF. DWG.: 13-2-

C: JMM/jr/2014/U8725

EXHIBIT "A"

285  
du

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

*Handwritten signature*

22  
22

EXHIBIT "B"

01/04/2014/0728

CHECKED BY

REF. DIV. 13-2-

JOB ORDER NO. U-8728, 12/14/14

DRAWN BY

FIELD BOOK NO.

SEAL OF FLORIDA  
REGISTERED LAND SURVEYOR NO. 8258  
JERARD A. McLAUGHLIN  
McLAUGHLIN ENGINEERING COMPANY

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

CERTIFICATION

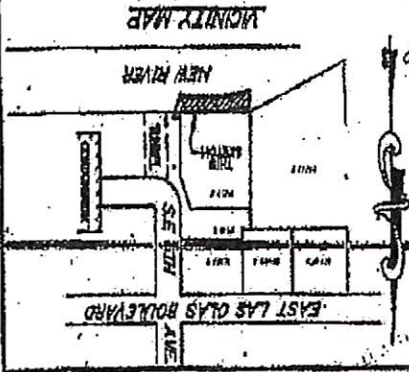
Said land situate lying and being in the City of Fort Lauderdale, Florida, and containing 2.861 square feet or 0.0519 acres more or less.

Beginning  
thence South 18°32'31" West a distance of 9.88 feet to the Point of  
North face of an existing concrete seawall cap, a distance of 6.85 feet  
19°32'31" East, a distance of 29.87 feet thence North 82°22'33" West on the  
feet thence South 79°49'17" East, a distance of 12.36 feet thence North  
the said South plot line of said BURNNHAM'S SUBDIVISION, a distance of 39.76  
thence North 69°19'14" East on a line 20.00 feet South of and parallel with  
distance of 20.85 feet thence North 72°49'42" East, a distance of 54.37 feet  
00°00'00" East on the southerly extension of the West line of said Tract 1, a  
thence South 72°49'42" West, a distance of 51.09 feet thence South  
South plot line of said BURNNHAM'S SUBDIVISION, a distance of 44.58 feet  
79°49'17" West, a distance of 10.66 feet thence South 89°19'14" West on the  
West, a distance of 8.21 feet to the Point of Beginning; thence North  
commencing at the Southeast corner of said Tract 1; thence South 78°43'46"

A portion of New River in Section 10, Township  
50 South, Range 42 East, Broward County  
Florida, South of and adjacent to Tract 1,  
BURNNHAM'S SUBDIVISION, according to the plat  
thereof as recorded in Plat Book 16, Page 29,  
of the public records of Broward County, Florida,  
more fully described as follows:

LEGAL DESCRIPTION

SKETCH AND DESCRIPTION  
A PORTION OF NEW RIVER  
ADJACENT TO TRACT 1  
BURNNHAM'S SUBDIVISION  
AT STRANAHAN HOUSE  
PROPOSED 30' DOCK AREA  
SHEET 1 OF 2 SHEETS



McLAUGHLIN ENGINEERING COMPANY  
LB#2255  
ENGINEERING • SURVEYING • PLANNING • LAND PLANNING  
400 N.E. 1st Avenue, Fort Lauderdale, Florida  
33301 PHONE (954) 763-7211 • FAX (954) 763-7212





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**

December 17

THIS QUIT CLAIM DEED, executed this 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 6<sup>th</sup> 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

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

Print Name: ROSEMARY DUBE

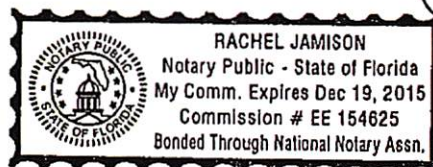
Bonnie M. Flynn  
Witness Signature Bonnie M. FLYNN  
Print Name: ~~Isabella M. Flynn~~

ATTEST: [Signature]  
Secretary Katherine Lechner

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

QBO





# McLAUGHLIN ENGINEERING COMPANY LB#285

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

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

### LEGAL DESCRIPTION:

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

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

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

### CERTIFICATION

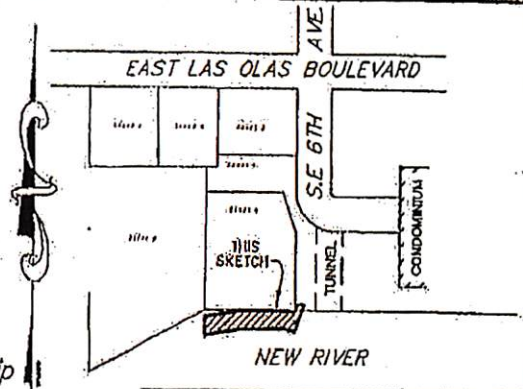
Certified Correct. Dated at Fort Lauderdale, Florida this 14th day of April, 2014.

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 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.



VICINITY MAP

FIELD BOOK NO. \_\_\_\_\_

DRAWN BY: JMMjr

JOB ORDER NO. U-8725, U-9147

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

REF. DWG.: 13-2-

C: \JMMjr\2014\UB725

Exhibit "A"

GBD



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

RECITALS

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

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

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

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

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

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

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

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

Dated this 16 day of ~~November~~<sup>December</sup>, 2013.



Chairman of the Board of Trustees

[539]2344-94890.

GBD

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

Whereas said 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  
R. M. Gardner  
R. M. Gardner, Notary Public  
Fort Lauderdale, Florida

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

To Have and to Hold, the same to be 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 warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said grantor

In Witness Whereof

the grantor has caused these presents to be executed in its name and its corporate seal to be hereunto affixed, by its proper officers thereto duly authorized the day and year first above written

FORT LAUDERDALE HISTORICAL SOCIETY, INC., a non-profit Florida Corporation

Signed, sealed and delivered in the presence of

Robt. P. Pearson  
Muriel P. Kennedy

R. M. Gardner  
President

STATE OF FLORIDA  
COUNTY OF BROWARD

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

well known to me to be the President and Secretary respectively of the corporation named in the foregoing deed and that they orally acknowledged executing the same in the presence of two disinterested witnesses freely and voluntarily under authority duly vested in them, as said corporation and that the seal affixed thereto is the true corporate seal of said corporation

WITNESS my hand and official seal in the County and State last aforesaid this 11th day of May, 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  
Notary Public, State of Florida at Large

REC 10246 PAGE 214

EXHIBIT "A"

QED



EXHIBIT A

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

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

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

1. The improvements located on the above described property shall be used primarily for historical purposes, the commercial use shall be limited to generating revenue for the maintenance, repairs, upkeep and expenses of operation of the improvements located thereon and a reasonable reserve for the above purposes.
2. The above property shall revert to Grantor on the happening of any of the following events:
  - a. The breach of the covenants set forth above.
  - b. The attempt to transfer or encumber the property to a third party, either voluntarily or involuntarily.
  - c. The termination of the existence of the Grantee as a non-profit Florida corporation.
  - d. The termination of the tax exempt status granted to the Grantee under the applicable code provisions and regulations of the U. S. Internal Revenue Code.

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

WITNESSES:  
T. JOHNSON  
Notary Public

REC 10246 MAR 215

ADP



**EXHIBIT B-2**  
**LOYCA PROPERTY OWNERS, LLC**  
**RIVERWALK LINEAL PARK EASEMENT**

The Riverwalk Lineal Park Easement entered into April 21, 2015 to follow in its entirety.

**[THE REMAINDER OF THIS PAGE INTENSIONALLY LEFT BLANK]**

*ABD*

**This Instrument Prepared by:**

Danielle DeVito-Hurley, Esq.

Gunster

450 East Las Olas Blvd., Suite 1400

Ft. Lauderdale, Fl. 33301

INSTR # 112945241

Recorded 04/23/15 01:33:34 PM

Broward County Commission

Doc-D: \$0.70

Deputy Clerk 1012

#1, 22 Pages

**RECORD AND RETURN TO:**

Danielle DeVito-Hurley, Esq.

Gunster

450 East Las Olas Blvd., Suite 1400

Ft. Lauderdale, Fl. 33301

**RIVERWALK LINEAR PARK EASEMENT**

**THIS RIVERWALK LINEAR PARK EASEMENT** (this "Easement"), made this 21<sup>st</sup> 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.

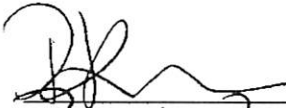
BBP

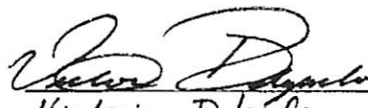
IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.

*Signed, sealed and delivered in the presence of:*

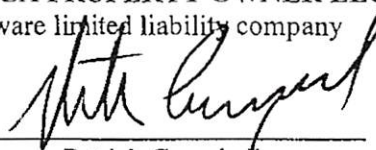
WITNESSES:

GRANTOR:

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

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

LOYCA PROPERTY OWNER LLC, a  
Delaware limited liability company


By   
\_\_\_\_\_  
Name: Patrick Campbell  
Title: Vice President

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged and subscribed before me on April 13<sup>th</sup>, 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



GRANTEE:

WITNESSES:

CITY OF FORT LAUDERDALE

Robert B. Dunckel

ROBERT B. DUNCKEL

[Witness type or print name]

Jonda K. Joseph

[Witness type or print name]

(CORPORATE SEAL)



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 21<sup>st</sup> 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 20<sup>th</sup> 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 842025

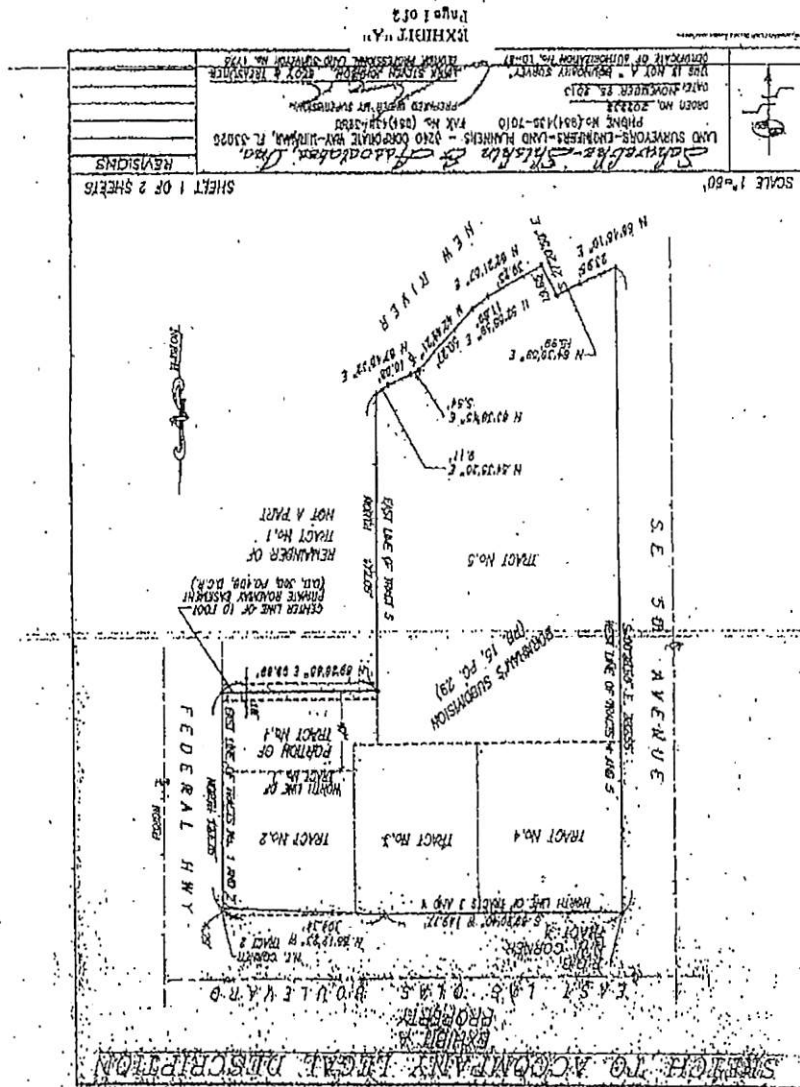
[EXHIBITS AND MORTGAGE SUBORDINATION AGREEMENT FOLLOWS]

*ABD*

Exhibit A – Legal Description of Property

QBD





# LEGAL DESCRIPTION TO ACCOMPANY SKETCH

## EXHIBIT A PROPERTY

TRACTS 4 AND 5 AND PORTIONS OF TRACTS 1, 2 AND 3 OF "BURNHAM'S SUBDIVISION" ACCORDING TO THE "PLAN THEREOF" AS RECORDED IN DEED BOOK 15 AT PAGE 29 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID TRACT 4; THENCE SOUTH 00 DEGREES 20 MINUTES 00 SECONDS EAST, ALONG THE WEST LINE OF SAID TRACTS 4 AND 5, FOR 108.85 FEET TO THE FACE OF AN EXISTING SEAWALL; THENCE NORTH 00 DEGREES 40 MINUTES 10 SECONDS EAST FOR 23.60 FEET; THENCE NORTH 64 DEGREES 30 MINUTES 00 SECONDS EAST FOR 18.99 FEET; THENCE SOUTH 27 DEGREES 20 MINUTES 00 SECONDS EAST FOR 10.00 FEET; THENCE NORTH 88 DEGREES 23 MINUTES 07 SECONDS EAST FOR 39.83 FEET; THENCE NORTH 62 DEGREES 30 MINUTES 30 SECONDS EAST FOR 11.60 FEET; THENCE NORTH 42 DEGREES 42 MINUTES 21 SECONDS EAST FOR 60.27 FEET; THENCE NORTH 03 DEGREES 38 MINUTES 45 SECONDS EAST FOR 5.61 FEET; THENCE NORTH 07 DEGREES 45 MINUTES 30 SECONDS EAST FOR 10.80 FEET; THENCE NORTH 54 DEGREES 35 MINUTES 20 SECONDS EAST FOR 9.11 FEET (THE LAST DESCRIBED NINE COURSES WERE ALONG THE FACE OF THE SAID EXISTING SEAWALL); THENCE NORTH ALONG THE EAST LINE OF SAID TRACT 4, FOR 177.00 FEET; THENCE NORTH 69 DEGREES 20 MINUTES 00 SECONDS EAST, ALONG THE CENTERLINE OF A 40 FOOT PRIVATE ROADWAY EASEMENT AS RECORDED IN DEED BOOK 308, PAGE 408 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID CENTERLINE ALSO BEING PARALLEL WITH AND 47.00 FEET SOUTH OF THE NORTH LINE OF SAID TRACT 1; THENCE NORTH, ALONG THE EAST LINE OF SAID TRACTS 1 AND 2, FOR 127.70 FEET TO A POINT THAT IS 4.29 FEET SOUTH OF THE NORTHEAST CORNER OF SAID TRACT 2; THENCE NORTH 89 DEGREES 12 MINUTES 23 SECONDS WEST, FOR 104.31 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT 3; THENCE SOUTH 89 DEGREES 20 MINUTES 40 SECONDS WEST, ALONG THE NORTH LINE OF SAID TRACTS 3 AND 4 FOR 149.77 FEET TO THE POINT OF BEGINNING.

SAID LANDS ARE BEING IN SECTION 10, TOWNSHIP 20 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA.

### NOTES:

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

### LEGEND:

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

SHEET 2 OF 2 SHEETS

	<b>Schwabe-Shulz &amp; Associates, Inc.</b> LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3140 CORPORATE WAY-RENVILLE, FL 33008 PHONE: (804) 435-7010 FAX: (804) 438-3280		REVISIONS      
	ORDER NO. 202832 DATE NOVEMBER 20, 2011 THIS IS NOT A "BOUNDARY SURVEY" CREATION/RE-AUTHORIZATION: 11-10-07		
	PALMERED UNDER THE SURVEYING ACT MARK STEVEN JOHNSON, DEED & TREASURER FLORIDA PROFESSIONAL LAND SURVEYOR NO. 4775		

EXHIBIT "A"  
Page 2 of 2

*Handwritten signature/initials*



Exhibit B – Legal Description of Uplands Riverwalk Easement Area

*DD*

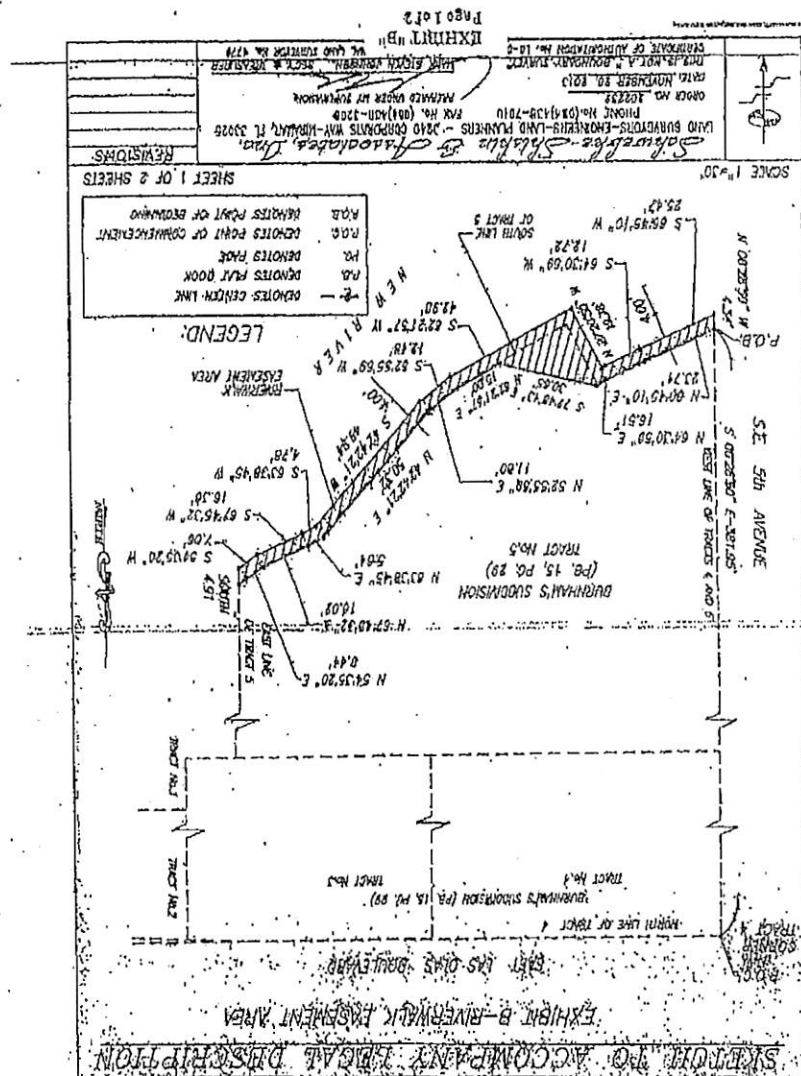


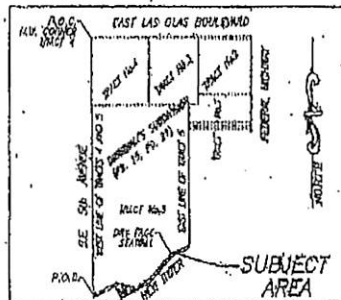


EXHIBIT B - RIVERWALK EASEMENT AREA

COURSE AT THE NORTHWEST CORNER OF TRACT 4, OF SAID PLAT OF BURNHAM'S SUBDIVISION; THENCE SOUTH 00  
 DEGREES 00 MINUTES 50 SECONDS EAST, ALONG THE WEST LINE OF SAID TRACT 4 AND 6, FOR 30.49 FEET TO THE DAY  
 10 OF AUGUST 1884, AND THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 46 MINUTES 10 SECONDS EAST -  
 30.49 FEET; THENCE NORTH 67 DEGREES 50 MINUTES 00 SECONDS EAST FOR 18.01 FEET, THE EAST END MENTIONED  
 COURSE BEING 1.21 FEET PLAIN; THENCE NORTH 08 DEGREES 56 FEET NORTHEASTLY OF THE SOUTH LINE OF SAID TRACT 6; THENCE SOUTH  
 02 DEGREES 48 MINUTES 40 SECONDS WEST FOR 30.00 FEET; THENCE NORTH 07 DEGREES 21 MINUTES 07 SECONDS EAST  
 FOR 1.11 FEET; THENCE NORTH 87 DEGREES 55 MINUTES 00 SECONDS EAST AND 11.80 FEET; THENCE NORTH 41 DEGREES  
 48 MINUTES 31 SECONDS EAST FOR 10.43 FEET; THENCE NORTH 05 DEGREES 30 MINUTES 50 SECONDS EAST FOR 5.04  
 FEET; THENCE NORTH 07 DEGREES 35 MINUTES 33 SECONDS EAST FOR 16.02 FEET; THENCE NORTH 07 DEGREES 35  
 MINUTES 20 SECONDS EAST FOR 2.44 FEET, THE LAST SIX MENTIONED COURSES ALSO BEING PARALLEL WITH AND 0.85  
 FEET NORTHERLY OF THE SOUTH LINE OF SAID TRACT 5; THENCE SOUTH, ALONG THE EAST LINE OF SAID TRACT 6, FOR  
 4.91 FEET; THENCE SOUTH 44 DEGREES 15 MINUTES 20 SECONDS WEST FOR A DISTANCE OF 7.00 FEET; THENCE SOUTH  
 07 DEGREES 46 MINUTES 34 SECONDS WEST FOR 10.16 FEET; THENCE SOUTH 03 DEGREES 38 MINUTES 48 SECONDS  
 WEST FOR 4.78 FEET; THENCE SOUTH 48 DEGREES 42 MINUTES 21 SECONDS WEST, FOR 49.94 FEET; THENCE SOUTH 50  
 DEGREES 48 MINUTES 50 SECONDS WEST FOR 18.80 FEET; THENCE SOUTH 08 DEGREES 21 MINUTES 07 SECONDS WEST  
 FOR 49.88 FEET; THENCE NORTH BY DEGREES 20 MINUTES 00 SECONDS WEST FOR 18.70 FEET; THENCE SOUTH 08  
 DEGREES 30 MINUTES 00 SECONDS WEST FOR 12.78 FEET; THENCE SOUTH 08 DEGREES 45 MINUTES 10 SECONDS WEST  
 FOR 25.47 FEET, THE LAST NINE MENTIONED COURSES ALSO BEING PARALLEL WITH AND 3.15 FEET SOUTHERLY OF THE  
 SOUTH LINE OF SAID TRACT 6; THENCE NORTH 00 DEGREES 20 MINUTES 50 SECONDS WEST FOR 4.31 FEET TO THE POINT  
 OF BEGINNING.

SAND LAND LYING AND BEING IN SECTION 10, TOWNSHIP 30 SOUTH, RANGE 12 EAST, BROWARD COUNTY, FLORIDA.

- 1) DETAILS SHOWN HEREON ARE BASED UPON AN ASSAIED "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 ENDOSSSED 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

**Schwelbha-Shaklin & Associates, Inc.**  
LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3210 CORPORATE WAY-IRVING, FL 33026  
PHONE NO. (818) 133-7010 FAX NO. (818) 133-7828  
GROSS WT. 202823 PREPARED UNDER UT SURVEYING  
DATE: NOVEMBER 28, 2000  
THIS IS NOT A "REBOUND" SURVEY.  
CERTIFICATE OF APTITUDE NO. 18-02  
MARIO STOKER NADINHO, RUCY & DEANUSHER  
LAND SURVEYORS, LAND PLANNERS, INC. 0173

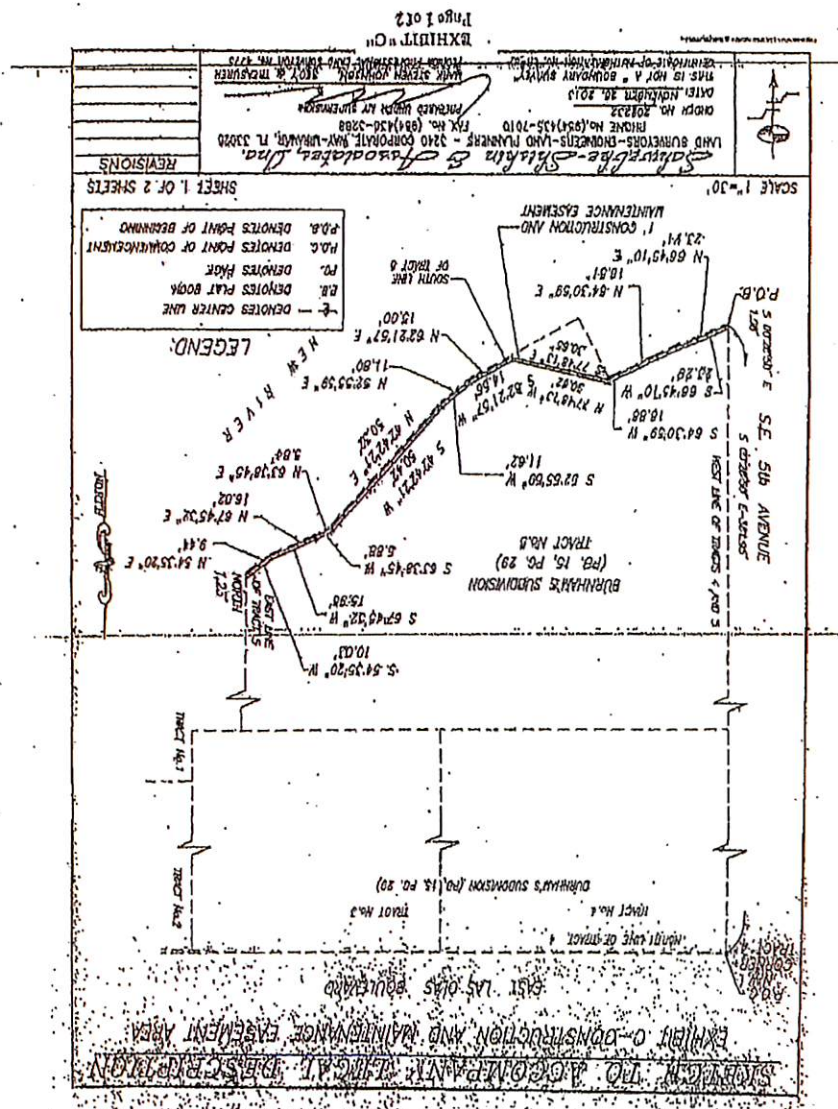
EXHIBIT "B"  
Page 2 of 2

250

Exhibit C – Legal Description of Construction and Maintenance Easement Area

QBD





[illegible]

#### EXHIBIT D - Matters of Record

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

*QBD*



EXHIBIT E - Legal Description of Submerged Riverwalk Easement Area

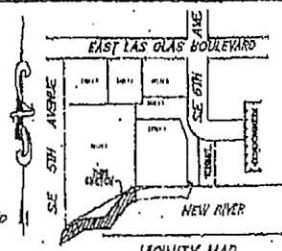
*QBO*



**McLAUGHLIN ENGINEERING COMPANY**  
**15#285**

ENGINEERING • SURVEYING • PLATTING • LAND PLANNING  
 400 N.E. 3rd AVENUE, FORT LAUDERDALE, FLORIDA  
 33301 PHONE (854) 763-7811 • FAX (854) 703-7015

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



**LEGAL DESCRIPTION:**

A portion of New River in Section 10, Township 50 South, Range 42 East, Broward County Florida, South of and adjacent to S.E. 5th Avenue and Tract 5, BURNHAM'S SUBDIVISION, according to the plat thereof as recorded in Plat Book 15, Page 20, 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 390.95 feet to the Point of Beginning; thence South 01°39'48" West, a distance of 4.06 feet; thence South 13°54'27" West, a distance of 27.02 feet; thence North 01°39'48" East, a distance of 81.09 feet; thence North 06°20'12" East, a distance of 53.22 feet; thence North 39°44'06" East, a distance of 80.33 feet; thence North 06°29'02" East, a distance of 17.21 feet; thence North 00°00'00" East, on the Southerly extension of the East line of said Tract 5, a distance of 20.93 feet; thence South 03°08'57" West, a distance of 7.89 feet; thence South 10°47'49" West, a distance of 21.23 feet; thence South 39°44'06" West, a distance of 80.21 feet; thence South 06°20'12" West, a distance of 40.08 feet; thence South 01°39'48" West, a distance of 43.20 feet to the Point of Beginning.

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

**CERTIFICATION**

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

McLAUGHLIN ENGINEERING COMPANY

*[Signature]*  
 JERALD A. McLAUGHLIN  
 Registered Land Surveyor No. 5889  
 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 physically surveyed for this sketch and no physical survey was conducted by McLaughlin Engineering Company.
- 2) Legal descriptions prepared by McLaughlin Engineering Company.
- 3) This sketch is for informational purposes only and is not intended to be used for any other purpose.
- 4) THIS IS NOT A BOUNDARY SURVEY.
- 5) Boundary lines shown are the West line of said Tract 4 & 5, at 00°27'40" East.

FIELD BOOK NO. \_\_\_\_\_

DRAWN BY: *[Signature]*

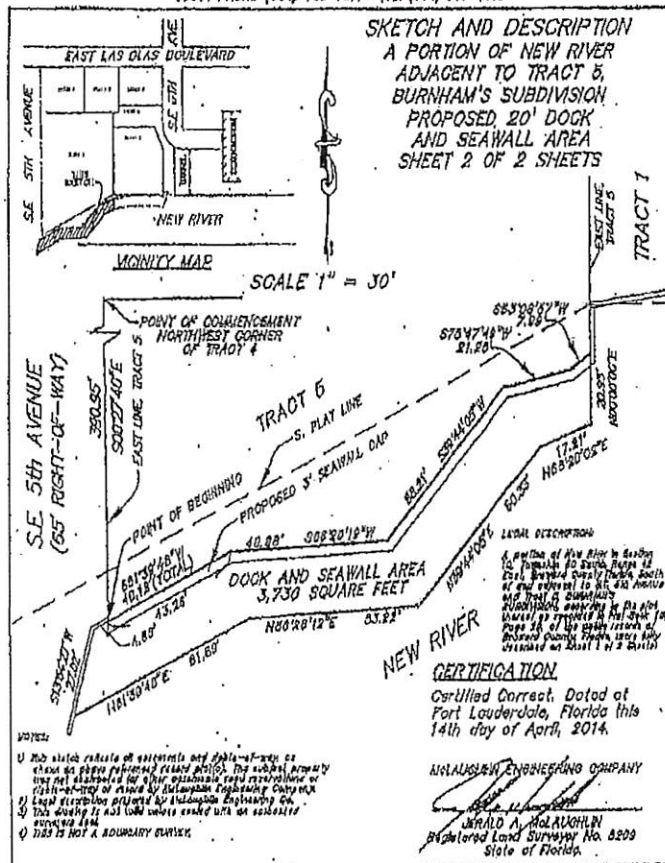
JOB ORDER NO. U-0725 U-5147  
 REF. DING: 13-2-

CHECKED BY: \_\_\_\_\_  
 02/04/2014/AD/ES

**EXHIBIT "E"**  
 Sheet 1 of 2



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33301 PHONE (954) 763-7811 • FAX (954) 763-7816



FIELD BOOK NO. \_\_\_\_\_  
JOB ORDER NO. U-0725, 11-9147  
REV. DATE: 12-1-

DRAWN BY JAWP  
CHECKED BY GAWP  
DATE: 04/14/2014/08725

EXHIBIT "E"  
Sheet 2 of 2

QAWP



**EXHIBIT C**  
**DDA PROJECT BUDGET**

Easement Services	\$ 28,677
Surveys & Permitting	\$ 38,450
Construction	<u>\$573,800</u>
Total:	<u><u>\$640,927</u></u>



**EXHIBIT D**  
**PROJECT SCHEDULE**

B & M Marine, Inc. Contract Award:	October 10, 2013
Notice to Proceed-Design & Permitting:	October 15, 2013
City Commission Approves Stranahan House Easement:	May 6, 2014
City Commission Approves Related Group Easement:	April 21, 2015
Broward County Environmental Permit:	August 6, 2015
Florida Department of Environmental Protection Permit:	January 25, 2016
Army Corps of Engineer Permit:	April 15, 2016 (estimated)
Permitting Completed:	April 30, 2016 (estimated)
Notice to Proceed to Construction:	May 1, 2016 (estimated)
Construction Completed By:	August 30, 2016 (estimated)

