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06-23-97 01:53PM

PREPARED BY:  
David Feldheim  
City of Fort Lauderdale  
P.O. Box 14250  
Fort Lauderdale, Florida 33302

Space Reserved for Recording Information

OFF-STREET PARKING AGREEMENT

THIS IS AN AGREEMENT, entered into on 2/7,  
1996 between:

CITY OF FORT LAUDERDALE, a municipal  
corporation of the State of Florida,  
hereinafter referred to as "CITY",

and

WINSTON KNAUSS d/b/a The Sir Winston  
Luxury Yachts, hereinafter referred to  
as "APPLICANT",

and

RIVERWALK PLAZA ASSOCIATES, a Florida  
partnership, hereinafter referred to as  
"OWNER"

Pursuant to Motion, adopted at its meeting of December  
19, 1995, the City Commission of CITY authorized the proper CITY  
officials to enter into this Agreement.

Effective January 1, 1996, APPLICANT leases municipal  
docks slip numbers 424 and 426 from the City of Fort Lauderdale  
for the dockage of a charter vessel (hereinafter the "Vessel"),  
and is subject to the off-street parking requirements of Section  
47-44 of the Code of Ordinances.

OWNER owns certain lands situated within 700 feet of  
said dock space, upon which there exists parking facilities,  
which lands are hereinafter referred to as the "Parcel" and  
described as follows:

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*init*

**PARCEL**

Lot 25 less the W 15' thereof and all of Lots 26, 27 and 28, WHEELER'S SUBDIVISION OF LOTS 2, 3, 4, 5, 6, 7, 8, 9 AND 10, BLOCK "B" OF THE TOWN OF FORT LAUDERDALE, according to the Plat thereof, Plat Book 3, Page 59 of the Public Records of Dade County, Florida; said lands situate in Fort Lauderdale, Florida.

OWNER has agreed to provide 22 parking spaces on the Parcel to fulfill APPLICANT's off-street parking requirements. The Building Department of the City of Fort Lauderdale has determined that the parking plans of the APPLICANT meet the requirements of Section 47-44 of the Code of Ordinances.

In consideration of the mutual covenants and agreements set forth below, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. The foregoing recitals are correct and are incorporated into this Agreement.

2. Permission is granted to APPLICANT to provide off-street parking under the provisions of Section 47-44.2 of the Code of Ordinances of the City of Fort Lauderdale, Florida, on 22 spaces on the Parcel, which permission is contingent upon the APPLICANT, and its successors and assigns, maintaining the required parking spaces and facilities for the Vessel in accordance with Section 47-44.2 of the Code of Ordinances and in accordance with all other applicable laws and regulations of the CITY now existing or subsequently enacted. Failure to comply with the restrictions and duties imposed by the laws and regulations as aforesaid, shall automatically revoke this permission without further action by the CITY.

3. The Parcel shall never be sold or disposed of unless the APPLICANT's right to the 22 spaces on the Parcel is retained, so long as the APPLICANT requires such parking; provided, however, that another plot or plots of land complying with the provisions of Chapter 47 of the Code of Ordinances of the CITY and subject to a recorded agreement may be substituted for the area or areas used for parking pursuant to this Agreement. In the case of a new or substitute agreement for the use of other land or lands to meet the parking requirements of Chapter 47 of the Code of Ordinances of the CITY, this Agreement shall be voided by the execution and recording of a subsequent agreement.

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4. APPLICANT shall comply with all applicable provisions of Chapter 47 of the Code of Ordinances of the CITY.

5. In the event of the breach of this Agreement and the failure of the APPLICANT to provide the required parking under Chapter 47 of the Code of Ordinances of the CITY, all occupational licenses issued to APPLICANT for the Vessel shall be rescinded and the premises vacated UNTIL there is compliance with the parking requirements of the CITY set forth herein. In addition to all other remedies provided by law, the CITY may enjoin the use of the property dependent upon the parking requirements until the requirements have been met.

6. In the event that it becomes necessary for the CITY to commence litigation to enforce this Agreement in any court of competent jurisdiction, APPLICANT shall reimburse the CITY for all reasonable attorneys' fees, costs and interest.

7. All covenants and restrictions contained in this Agreement are, and the same shall be construed as, covenants and restrictions running with the land, and they are to be deemed to bind the successors and assigns of the parties.

8. This Agreement shall be recorded in the Broward County Public Records at APPLICANT'S expense.

9. The provisions of this Agreement shall not be construed to restrict the right of OWNER to sell, lease or otherwise convey the Parcel, except as provided in this Agreement, and provided the Parcel is used in a manner which complies with all applicable CITY ordinances.

10. This Agreement shall not be effective until it has been executed by the parties within ninety (90) days from the date first appearing above, unless the parties, by mutual agreement in writing, shall for good cause extend the time for execution.

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

BK26614PG0380

WITNESSES:

Patricia H. Adams  
Patricia H. Adams  
[Witness-print or type name]

Dorothy O'Leary  
DOROTHY O'LEARY  
[Witness-print or type name]

(CORPORATE SEAL)

City of Fort Lauderdale  
P.O. Drawer 14250  
Fort Lauderdale, FL. 33302



CITY OF FORT LAUDERDALE

By [Signature]  
Mayor Jim Naugle

By [Signature]  
City Manager  
George L. Hanbury, II

ATTEST:

[Signature]  
Asst. City Clerk

Approved as to form:

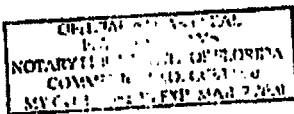
[Signature]  
City Attorney

BK26614PC0381

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me  
this February 6, 1997, by JIM NAUGLE, 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)



Patsy H. Adams  
Notary Public, State of Florida  
(Signature of Notary taking  
Acknowledgment)

Patsy H. Adams  
Name of Notary Typed,  
Printed or Stamped

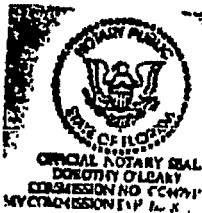
My Commission Expires: 3/2/2000

CE 553930  
Commission Number

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me  
this February 6, 1997, by GEORGE L. HANBURY, II,  
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)



Dorothy O'Leary  
Notary Public, State of Florida  
(Signature of Notary taking  
Acknowledgment)

DOROTHY O'LEARY  
Name of Notary Typed,  
Printed or Stamped

My Commission Expires: 3-23-99

441910  
Commission Number

BK26614PC0382

WITNESSES:

Michelle Riley  
MICHELLE RILEY  
(Witness print or type name)

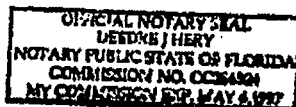
Winston Knauss  
WINSTON KNAUSS

Address: 426 N. NEW RIVER DR E  
FT. LAUDERDALE FL 33301

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this  
January 30, 1997, by WINSTON KNAUSS. He is  
personally known to me and did not take an oath.

(SEAL)



Deedre J. Hery  
Notary Public, State of Florida  
(Signature of Notary taking  
Acknowledgment)

DEEDRE J. HERY  
Name of Notary Typed,  
Printed or Stamped

My Commission Expires: MAY 6, 1997

CC 284324  
Commission Number

BR26614PE0383

WITNESSES:

Robert W. Marslett

ROBERT W. MARSELT  
(Witness-print or type name)

RIVERWALK PLAZA ASSOCIATES

By [Signature]  
Print Name: JOHN RONES  
GENERAL PARTNER

Address: RIVERWALK PLAZA; THIRD FLOOR  
333 N. NEW RIVER DRIVE, E.  
FORT LAUDERDALE, FL 33301

STATE OF FLORIDA:  
COUNTY OF Broward:

The foregoing instrument was acknowledged before me this  
JAN. 23, 1997, by John Rones, as  
General Partner of RIVERWALK PLAZA ASSOCIATES, a Florida  
partnership, on behalf of the partnership. He is personally  
known to me or has produced  
identification and did not (did) take an oath.

(SEAL)

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

CHRISTINE WISSMANN  
Name of Notary Typed,  
Printed or Stamped

My Commission Expires-

Commission Number



DF:SirWinston

BR2661460384

RECORDED IN THE OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
COUNTY ADMINISTRATOR