

MUTUAL RELEASE

KNOW ALL PERSONS BY THESE PRESENTS:

That NURIVER LANDING CONDOMINIUM ASSOCIATION, INC. (hereinafter referred to as "NuRiver"), and CITY OF FORT LAUDERDALE (hereinafter referred to as "City"), for and in consideration of each party's execution of an amended and restated park easement agreement between Broward County, NuRiver and the City, regarding the real property commonly known as Smoker Family Park, as more particularly described in Exhibit A attached hereto ("Smoker Family Park"), or other valuable considerations, received from or on behalf of the parties, the receipt of which is hereby acknowledged,

(Whenever used herein the terms "NuRiver", "City" and "party" shall include singular and plural, heirs, legal representatives and assigns of individuals and the officials, agents and employees, successors and assigns of corporations, partnerships or trusts, both past and present wherever the context so admits or requires.)

EACH PARTY HEREBY remises, releases, acquits, satisfies, and forever discharges the other party, of and from any and all manner of action and actions, cause or causes of action, suits, debts, dues, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which said party ever had, now have or may have, against the other party, for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the date of this Mutual Release and which relate to any claim arising from (1) the October 19, 1993 Tri-party Agreement between the City, Broward County and NuRiver, as a successor in interest from Riverview of Fort Lauderdale, Ltd., (2) the June 22, 1998 Park Easement Agreement between the City and Broward County, with joinder and consent of NuRiver, as successor in interest from New River Associates, Ltd. ("Original Park Easement"), and (3) any claim based upon or arising from the City's or

NuRiver's use or regulation of Smoker Family Park prior to the date of this Mutual Release.

Notwithstanding the foregoing:

(a) to the extent that (i) a third party claim is made against the City for injury to body, life, limb or property occurring in, on or about Smoker Family Park prior to the date of this Mutual Release and such claim triggers NuRiver's obligation to indemnify the City pursuant to Section (g) of the Original Park Easement (a "Preexisting City Claim"), and (ii) NuRiver actually receives insurance proceeds from any comprehensive general liability insurance policy carried by NuRiver with respect to such Preexisting City Claim, then the foregoing Mutual Release shall not prevent the City, as an additional insured, from making a claim against the insurance proceeds actually received by NuRiver; provided, however that NuRiver shall have no further liability for any such Preexisting City Claim(s) beyond the amount of insurance proceeds actually received therefor; and

(b) to the extent that (i) a third party claim is made against NuRiver for injury to body, life, limb or property arising from City Events (as defined in the Original Easement Agreement) occurring in Smoker Family Park prior to the date of this Mutual Release and such claim triggers the City's obligation to indemnify NuRiver pursuant to Section (g) of the Original Park Easement (a "Preexisting NuRiver Claim"), and (ii) City actually receives insurance proceeds from any comprehensive general liability insurance policy carried by City with respect to such Preexisting NuRiver Claim, then the foregoing Mutual Release shall not prevent NuRiver from making a claim against the insurance proceeds actually received by City; provided, however that City shall have no further liability for any such Preexisting NuRiver Claim(s) beyond the amount of insurance proceeds actually received therefor.

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IN WITNESS WHEREOF, we have hereunto set my hand and seal this day of 5 APRIL, 2021.

NuRiver Landing Condominium Association, Inc., a Florida not for profit corporation

By: [Signature]

Name: James T. Bartholomew

Title: Director

By: [Signature]

Name: Melinda Bowker

Title: President

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me, by means of [] physical presence or [] online notarization, this 5 day of April, 2021, by James T. Bartholomew, as Director and Melinda Bowker, as President, of NuRiver Landing Condominium Association, Inc., a Florida not for profit corporation, who is/are [] personally known to me or [] who has produced as identification.



[Signature]
Print Name: Kenesha Garvey
Notary Public, State of Florida at Large
Commission No. March 31, 2023
My Commission Expires: GG 318039

IN WITNESS WHEREOF, we have hereunto set my hand and seal this day of

_____, 2020.

CITY

ATTEST:

City of Fort Lauderdale, Florida

By: _____

By: _____

City Clerk

Mayor

(SEAL)

____ day of _____, 2020

By: _____

City Manager

____ day of _____, 2020

I HERBY CERTIFY that I have approved this First Amendment as to firm and legal sufficiency subject to execution by the parties:

By: _____

City Attorney

STATE OF FLORIDA)
) SS
County of Broward)

The foregoing instrument was acknowledged before me, by means of [] physical presence or [] online notarization, this _____ day of _____, 20____, by _____, as Mayor of the City of Fort Lauderdale, Florida who is [] personally known to me or [] who has produced _____ as identification.

Print Name: _____
Notary Public, State of Florida at Large
Commission No. _____
My Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF SMOKER FAMILY PARK

DESCRIPTION:

A PORTION OF PARCEL B OF BROWARD COUNTY COURTHOUSE PHASE II, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 142, PAGE 21, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL B; THENCE SOUTH A DISTANCE OF 258.46 FEET; THENCE NORTH 89°35'00" WEST A DISTANCE OF 100.00 FEET; THENCE SOUTH A DISTANCE OF 100.00 FEET; THENCE SOUTH 89°35'00" EAST A DISTANCE OF 11.83 FEET, THE LAST FOUR (4) DESCRIBED COURSES BEING COINCIDENT WITH THE EASTERLY BOUNDARY OF SAID PARCEL B; THENCE SOUTH 00°25'00" WEST A DISTANCE OF 58.00 FEET; THENCE SOUTH 89°35'00" EAST, A DISTANCE OF 29.88 FEET; THENCE SOUTH 00°25'00" WEST, A DISTANCE OF 19.56 FEET; THENCE SOUTH 89°35'00" EAST, A DISTANCE OF 49.56 FEET; THENCE SOUTH 00°25'00" WEST, A DISTANCE OF 36.00 FEET; THENCE SOUTH 50°49'52" WEST, A DISTANCE OF 26.68 FEET; THENCE NORTH 89°35'00" WEST, A DISTANCE OF 29.00 FEET; THENCE SOUTH 00°25'00" WEST, A DISTANCE OF 47.44 FEET; THENCE NORTH 89°35'00" WEST, A DISTANCE OF 211.50 FEET; THENCE NORTH 00°25'00" EAST, A DISTANCE OF 204.00 FEET; THENCE NORTH 89°35'00" WEST, A DISTANCE OF 73.56 FEET TO A POINT ON A NORTHERLY BOUNDARY OF SAID PARCEL B, THE NEXT NINE (9) DESCRIBED COURSES BEING COINCIDENT WITH SAID NORTHERLY BOUNDARY; THENCE NORTH 33°41'52" EAST, A DISTANCE OF 12.99 FEET; THENCE NORTH 67°23'44" EAST, A DISTANCE OF 16.01 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 115.50 FEET, A CENTRAL ANGLE OF 31°53'27", AND AN ARC LENGTH OF 64.29 FEET TO A POINT OF TANGENCY; THENCE NORTH 35°30'18" EAST A DISTANCE OF 64.82 FEET; THENCE NORTH 35°27'15" EAST A DISTANCE OF 69.38 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 191.50 FEET, A CENTRAL ANGLE OF 12°33'29", AND AN ARC LENGTH OF 41.97 FEET TO A POINT OF TANGENCY; THENCE NORTH 47°50'44" EAST A DISTANCE OF 91.32 FEET; THENCE NORTH 48°29'23" EAST A DISTANCE OF 32.85 FEET; THENCE NORTH 61°44'45" EAST A DISTANCE OF 70.50 FEET TO THE POINT OF BEGINNING.


SAID LANDS LYING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA CONTAINING 2.224 ACRES (96,881 SQUARE FEET) MORE OR LESS.

BEARINGS DESCRIBED HEREIN ARE BASED UPON THE PLAT OF BROWARD COUNTY COURTHOUSE PHASE II, PLAT BOOK 142, PAGE 21 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. THE EAST LINE OF SECTION 10, TOWNSHIP 50 SOUTH, RANGE 42 EAST BEARS NORTH 00°40'00" EAST.

CERTIFICATE:

WE HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH CONFORMS TO CHAPTER 21NR-6.06(1), MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA AS ADOPTED BY THE DEPARTMENT OF PROFESSIONAL REGULATION, BOARD OF LAND SURVEYORS IN SEPTEMBER, 1981, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

CRAVEN THOMPSON & ASSOCIATES, INC.


WILSON E. WAY
PROFESSIONAL LAND SURVEYOR NO. 2885
STATE OF FLORIDA

SHEET 1 OF 2 SHEETS
JOB NO. 91-0017
DATE: JUNE 14, 1993
REVISED: JUNE 30, 1993
#11111111

THIS SKETCH IS NOT VALID UNLESS IT
BEARS AN ORIGINAL SIGNATURE AND
AN EMBOSSED SURVEYOR'S SEAL

JUL 01 1993

8K28452P60354

This Instrument Prepared by: MICHAEL T. BURKE, ESQUIRE

Johnson, Anselmo, Murdoch,
Burke, Piper & Hochman, P.A.
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