

Item # 45

Replacement Exhibit 1

ADDITIONAL MATERIAL Regular Meeting May 4, 2021

**SUBMITTED AT THE REQUEST OF

COUNTY
ADMINISTRATION**



Real Property Section

115 S Andrews Avenue, Room 501 • Fort Lauderdale, Florida 33301 • 954-357-6826 • FAX 954-357-6136

MEMORANDUM

Date: April 30, 2021


To: Mayor and Board of County Commissioners

Thru: Bertha Henry, County Administrator

From: Tatiana Escobar, Real Estate Officer

Re: **Agenda Item No. 45, Commission Meeting of May 4, 2021**

Attached is the revised Agreement for Resolution of Disputes between Broward County and NuRiver Landing Condominium Association, Inc. ("Agreement"), for Agenda Item No. 45, Motion A. The Agreement was amended to include Recital F, which notes that there were two additional requests made by NuRiver that were not accepted by the County. In addition, Section 6 of the Agreement was modified to state that NuRiver agrees that it will not pursue any claim against Savor Cinema related to rent or other payments, including any claim for damages, and NuRiver consents to the use of the Savor Area by Savor Cinema, the County, and any future tenant, licensee or successor of the County. The Board's consideration of Item No. 45, Motion A will be based on the attached Agreement.



Broward County Board of County Commissioners

Mark D. Bogen • Lamar Fisher • Beam Furr • Steve Geller • Dale V.C. Holness • Nan H. Rich • Tim Ryan • Barbara Sharief • Michael Udine
Broward.org

AGREEMENT FOR RESOLUTION OF DISPUTES BETWEEN BROWARD COUNTY AND NURIVER LANDING CONDOMINIUM ASSOCIATION, INC.

This Agreement for Resolution of Disputes ("Agreement") is between **NuRiver Landing Condominium Association, Inc.**, a Florida not-for-profit corporation organized under the laws of the State of Florida ("NuRiver"), and **Broward County**, a political subdivision of the State of Florida ("County"). Each party may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. The County and Riverview of Fort Lauderdale, Ltd., a Florida limited partnership, entered into that certain Agreement of Lease dated June 2, 1992 ("Prime Lease"), and a Memorandum of Lease has been recorded in Official Records Book 19706, Page 576, of the Official Records of Broward County, Florida ("Official Records").

B. The Prime Lease has been amended pursuant to that certain First Amendment to Agreement of Lease dated June 28, 1993, that certain Second Amendment to Agreement of Lease dated September 2, 1993, that certain Third Amendment to Agreement of Lease dated November 30, 1993, that certain Fourth Amendment to Agreement of Lease dated November 15, 1994, that certain Fifth Amendment to Agreement of Lease dated January 9, 1996, that certain Sixth Amendment to Agreement of Lease dated May 28, 1996, that certain Seventh Amendment to Agreement of Lease dated December 3, 2002, and that certain Eighth Amendment to Agreement of Lease dated May 9, 2012, a Memorandum of which is recorded in the Official Records Book 19706, Page 576, as amended by Amendment to Memorandum of Lease recorded in the Official Records Book 49932, Page 1724; as assigned to New River Associates, Ltd., a Florida limited partnership, by Assignment and Assumption of Ground Lease recorded in the Official Records Book 25592, Page 83, which Assignment was consented to by Broward County in Consent to Assignment of Lease dated October 22, 1996 (the "Amended Lease").

C. The Amended Lease was assigned to NuRiver pursuant to that certain Assignment and Assumption of Ground Lease dated as of February 15, 2006, and recorded in the Official Records Book 41471, Page 395.

D. Pursuant to the Amended Lease, NuRiver has leased from the County certain property as more specifically described on Exhibit A to the Assumption Agreement ("Leased Premises").

E. The County and NuRiver have certain disputes related to the Leased Premises specifically, (i) NuRiver has made an overpayment of its rent payments due under the Amended Lease ("Rent") and the Parties dispute the amount owed by the County to NuRiver as a result of the overpayment; (ii) NuRiver contends that the City of Fort Lauderdale ("City") uses Smoker Park, which is a part of the Leased Premises, in a manner that is inconsistent with the Park Easement Agreement, dated June 22, 1998, between the County and City, and consented to by NuRiver, as successor to New River

Associates, Ltd., ("Park Easement"); (iii) NuRiver contends that Savor Cinema, which operates on property leased from the County adjacent to the Leased Premises, has encroached upon approximately 2,585 sq. ft. of the Leased Premises; and (iv) since May 2019, the County has been billing NuRiver for sales tax related to the payment of Rent but NuRiver contends that its Rent payments under the Amended Lease are exempt from the obligation to pay sales tax (collectively, the "Disputes").

F. In addition to the Disputes, NuRiver made certain additional requests of the County including: (1) allowing NuRiver to outright purchase the Property (as defined in the Amended Lease) and (2) seeking contribution from the County for maintenance costs associated with the public road located at SE 5th Avenue, Broward County, Florida (the "Road"), a portion of which is maintained by NuRiver pursuant to the terms of the Amended Lease (collectively, the "NuRiver Requests"); however, the County is unwilling to grant the NuRiver Requests.

G. The Parties desire to enter into this Agreement in order to resolve the Disputes as provided herein.

Now, therefore, for good and valuable consideration, the receipt and adequacy of which is hereby stipulated and acknowledged, the Parties agree as follows:

1. Recitals. The Parties agree and stipulate that the Recitals stated above are accurate and are hereby adopted and incorporated into this Agreement as if fully set forth herein.

2. Defined Terms. All capitalized terms used in this Agreement shall have the same meaning given such terms in the Amended Lease, unless otherwise defined in this Agreement.

3. Effective Date. This Agreement shall be effective on the date it is executed by both Parties ("Effective Date").

4. Rent Overpayment. No later than thirty (30) days after the Effective Date, the County shall pay to NuRiver, as settlement of the overpaid Rent, the amount of Three Hundred Forty-five Thousand Five Hundred Forty-seven Dollars and Sixty-five Cents (\$345,547.65), which amount is inclusive of all overpayments and interest and any claims for overpaid Rent that NuRiver made or could have made through the Effective Date ("Rent Overpayment"). Provided that NuRiver provides the Wire Transfer Authorization Form, attached hereto as Exhibit B, to the County no later than ten (10) days after the Effective Date, the County shall pay the Rent Overpayment by wire transfer pursuant to the instructions provided. Otherwise, the County shall make the payment via check.

5. Smoker Park. The Parties have agreed to amend the Park Easement to provide that the City will be solely responsible for the use and operation of Smoker Park, as more particularly provided in the Amended and Restated Park Easement, attached as Exhibit A ("Park Amendment"), and which has been agreed to and approved by the City. The Parties agree that Smoker Park will remain in the Leased Premises, subject to the Park Amendment, NuRiver will receive a 34.53% discount (which may appear as a credit

against Rent due) on all Rent payments coming due under the Amended Lease from and after the Effective Date through the remainder of the term of the Amended Lease, which discount/credit is equivalent to the proportionate area of the Leased Premises that is Smoker Park. The Parties agree that NuRiver will not be entitled to any credit or discount relating to Smoker Park for any time prior to the Effective Date.

6. Savor Cinema. The Parties agree that the 2,585 sq. ft. of land currently used by Savor Cinema ("Savor Area"), and as outlined in Exhibit C, attached hereto, will remain in the Leased Premises, but NuRiver will receive a 1.2% discount (which may appear as a credit against Rent due) on all Rent payments coming due under the Amended Lease from and after Effective Date through the remainder of the term of the Amended Lease. NuRiver will not be entitled to any credit or discount relating to the Savor Area for any time prior to the Effective Date. NuRiver further agrees that it will not pursue any claim against Savor Cinema related to any alleged rent or other payment owed or future payments, including any claim for damages, as a result of Savor Cinema's use of the Savor Area prior to or after the Effective Date. Beginning on the Effective Date, NuRiver shall have no rights to the Savor Area and consents to the use of the Savor Area by Savor Cinema, the County, and any future tenant, licensee or successor of the County.

7. Sales Tax. NuRiver agrees to comply with applicable Florida sales tax laws with respect to Rent payments due under the Amended Lease. NuRiver will pursue a written opinion (either via email or in the form of a Technical Advisory Opinion) from the State of Florida Department of Revenue ("DOR") regarding NuRiver's obligation to pay sales tax on Rent payments due under the Amended Lease. If the DOR opines that NuRiver has an obligation to pay sales tax on Rent payments, in addition to prospectively paying such sales tax, NuRiver will pay any past due sales tax and associated penalties, if any are required by the DOR. Prior to submitting any written correspondence to the DOR, NuRiver shall submit the same to the County for its prior approval.

8. Release. The Parties hereby release each other, and each other's officers, employees, and agents, from any and all claims and damages, including for attorneys' fees and costs, related to the Disputes, and the subject matter of this Agreement. This release shall not apply to any claim for damages related to the breach or default of any term, condition, representation, or covenant of this Agreement.

9. Fees and Costs. Each Party shall be responsible for its own attorneys' fees and costs in connection with or in any way related to the negotiation, preparation, or performance of this Agreement.

10. Enforcement; Governing Law. Either Party may seek specific enforcement or other relief from the Court relating to any alleged breach of this Agreement. This Agreement, its construction, and any and all disputes arising out of or relating to it, shall be interpreted in accordance with the substantive laws of the State of Florida without regard to its conflict of law principles. The Parties agree that any dispute arising out of or relating to this Agreement shall be heard exclusively in the Seventeenth Judicial Circuit Court of Florida, and each Party consents to the exclusive jurisdiction of such courts and waives any and all objections to jurisdiction or venue in such courts or any assertion of

inconvenient forum. **BY ENTERING INTO THIS AGREEMENT, NURIVER AND THE COUNTY EACH HEREBY EXPRESSLY WAIVES ANY RIGHTS SUCH PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

11. Amendment; Entire Agreement. No modification of this Agreement shall be effective unless in writing and signed by both Parties. This Agreement contains the entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements, and understandings with respect thereto. Notwithstanding the foregoing, nothing contained herein shall impair or affect the Amended Lease (except that NuRiver shall be entitled to receive the Rent credits set forth in this Agreement notwithstanding anything to the contrary in the Amended Lease).

12. Relationship of the Parties; No Third-Party Beneficiaries. This Agreement does not create nor is it intended to create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties. There are no express or intended third-party beneficiaries to this Agreement.

13. Assignment. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other Party which consent shall not be unreasonably withheld. Any attempt by a Party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties, their respective successors, and permitted assigns.

14. Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by the County nor shall anything included herein be construed as consent by the County to be sued by third parties in any matter arising out of this Agreement.

15. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as to best accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

16. Notices. In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR COUNTY:

Bertha Henry
Broward County Administrator
115 South Andrews Avenue, Room 409
Fort Lauderdale, Florida 33301
Email address: bhenry@broward.org

With a copy to:

Broward County Attorney
115 South Andrews Avenue, Room 423
Fort Lauderdale, Florida 33301
Email address: ameyers@broward.org

Director of Real Estate Development
Governmental Center, Room 501
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Email: Imahoney@broward.org

FOR NURIVER:

President
NuRiver Landing Condominium
511 SE 5th Avenue
Fort Lauderdale, Florida 33301
President@nuriver.net

With a copy to:

Danielle DeVito-Hurley, Esq.
Gunster
450 E. Las Olas Boulevard, Suite 1400
Fort Lauderdale, Florida 33301
ddevito@gunster.com

17. Construction. This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either Party. The Parties have sought (or have had the opportunity to seek) and received whatever competent advice and counsel as is necessary to form a full and complete understanding of all rights and obligations contained herein.

18. Counterparts; captions. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. The captions of the sections of this Agreement are for convenience only and shall not affect the construction or interpretation of any of the terms and provisions set forth herein.

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**AGREEMENT FOR RESOLUTION OF DISPUTES BETWEEN BROWARD COUNTY
AND NURIVER LANDING CONDOMINIUM ASSOCIATION, INC.**

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 20__ (Board Agenda Item No. _____), and NURIVER LANDING CONDOMINIUM ASSOCIATION, INC., signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

ANNIKA E.
By: ASHTON
Annika E. Ashton (Date)
Deputy County Attorney

Digitally signed by ANNIKA E.
ASHTON
Date: 2021.04.30 08:18:51 -04'00'

AEA/mdw
NuRiver and Broward County Settlement Agreement.doc
04/26/2021
#514901v10

**AGREEMENT FOR RESOLUTION OF DISPUTES BETWEEN BROWARD COUNTY
AND NURIVER LANDING CONDOMINIUM ASSOCIATION, INC.**

NURIVER

WITNESSES:

[Signature]
Signature

Fabre Verona
Print Name of Witness above

[Signature]
Signature

Eliana Arita
Print Name of Witness above

NURIVER LANDING CONDOMINIUM
ASSOCIATION, INC., A FLORIDA NOT
FOR PROFIT CORPORATION

By: [Signature]
Authorized Signor

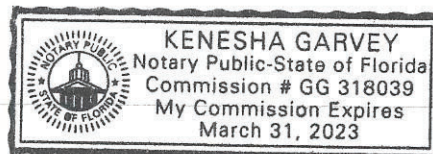
Melinda M. Bowker,
Print Name and Title President

19th day of April, 2021

ATTEST:

[Signature]
Corporate Secretary or other person
authorized to attest

(CORPORATE SEAL OR NOTARY)



[Signature]

Exhibit A
Amended and Restated Park Easement

Return recorded copy to:
Real Property Section
Governmental Center, Room 501
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

Prepared by:
Claudia Capdesuner
Assistant County Attorney
Governmental Center, Room 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

Folio Number: 504210900010

**AMENDED AND RESTATED PARK EASEMENT AGREEMENT BETWEEN
BROWARD COUNTY, NURIVER LANDING CONDOMINIUM ASSOCIATION, INC.,
AND CITY OF FORT LAUDERDALE**

This Amended and Restated Park Easement Agreement ("Amended Agreement") is made and entered into by and between Broward County, a political subdivision of the State of Florida, whose address is Governmental Center, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301 ("County"), NuRiver Landing Condominium Association, Inc., a Florida not-for-profit corporation, whose address is 511 Southeast 5th Avenue, Fort Lauderdale, Florida 33301 ("NuRiver"), and City of Fort Lauderdale, a municipal corporation of the State of Florida, whose address is 100 North Andrews Avenue, Fort Lauderdale, Florida 33301 ("City"). County, NuRiver, and City are hereby individually referred to as "Party," and collectively referred to as the "Parties."

RECITALS

- A. On June 22, 1998, County, Riverview of Fort Lauderdale, Ltd., and City entered into the Park Easement Agreement ("Agreement"), which was recorded in the Official Records of Broward County, Florida Book 28452, Page 0338.
- B. NuRiver is the successor in interest of Riverview of Fort Lauderdale, Ltd, and the lessee of the Park (as defined in Section 2).
- C. Pursuant to the Agreement, the Parties agreed that County would grant and create, on the terms and conditions set forth in the Agreement, a perpetual nonexclusive easement in favor of the general public for public access for park purposes over and across the Park.
- D. The Parties have agreed to enter into this Amended Agreement to transfer certain responsibilities under the Agreement from NuRiver to City.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AMENDED AGREEMENT

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference. All exhibits to this Amended Agreement are hereby deemed a part hereof.
2. Description of Property. County is the fee simple owner of that certain real property commonly known as Smoker Family Park (the "Park") and located at 501 South New River Drive East, Fort Lauderdale, Florida 33301, as more particularly described in **Exhibit A** of this Amended Agreement.
3. Grant of Easement. County hereby grants to City, for public use, a perpetual, nonexclusive easement for park purposes subject to the limitations and restrictions contained herein, as such Park is more particularly described in **Exhibit A** of this Amended Agreement ("Easement").
4. Use of the Premises. The Park shall be used for public park purposes. The regular use of the Park shall be subject to the same rules, regulations, subject to all restrictions stated herein, and laws of City governing all other City parks, and such rules, regulations, and laws shall be enforceable in the same manner and to the same extent as in other City parks.
5. Consent to Grant of Easement. NuRiver consents to the grant of the Easement as provided in this Amended Agreement. The Parties agree that NuRiver shall have no responsibility or rights to the Park other than as a provided to the public at large.
6. Events. City may use the Park for a maximum of twelve (12) Events (as defined herein) per year. Events shall include, but not be limited to, festivals, shows, performances, concerts, rallies, meetings, assemblies, organized gatherings, or other functions in which a person, group, or entity wishes to use, reserve, or occupy the Park for its own use consistent with the terms and conditions contained herein ("Event"). Each Event shall not exceed a period of three (3) consecutive days (twenty-four (24) hour intervals), for a maximum total of thirty-six (36) days per year. City shall schedule no more than one (1) event in the Park per day.
 - a. City shall not use the Park for any other purpose whatsoever without written amendment to this Amended Agreement. City covenants that no nuisance or hazardous trade or occupation shall be permitted or carried on, in, or upon the Park. City covenants and shall ensure that no acts shall be permitted and nothing shall be kept on, in, or upon the Park that will increase the risk of any hazard, fire, or catastrophe, and no waste shall be permitted or committed upon or any damage done to the Park. City shall not permit the Park to be used or occupied in any manner that violates any federal, state, county, or municipal law, statute, ordinance, rule, or regulation.

- b. If City contracts with a person, group, or entity (collectively a "Sponsor") to sponsor or co-sponsor an Event at the Park, City shall require the Sponsor to indemnify, defend, and hold harmless County, its officers, agents, and employees from and against any and all claims, suits, damages, liabilities, expenditures, or causes of action of any kind, cause, or alleged to be caused in whole or in part, by any intentional, reckless, or negligent act or omission of Sponsor, its officers, employees, agents, or servants arising from, relating to, or in connection with any or all uses of the Park. City shall also require the Sponsor to include County as an additional insured on any insurance required to be provided to City by the Sponsor in connection with such Event.
- c. City shall include the following indemnification provision in all contracts with any Sponsor for an Event at the Park:

Sponsor shall indemnify, hold harmless, and defend Broward County and all of Broward County's officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by an person or entity, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act of Sponsor, its officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Sponsor shall, upon written notice from Broward County, defend each Indemnified Party against such Claim by counsel satisfactory to Broward County, or at Broward County's option, pay for an attorney selected by the Broward County Attorney to defend the Indemnified Party.

- d. A subcontract with a Sponsor shall not relieve City of any obligations under this Amended Agreement.

7. Admission to the Park. City may charge a reasonable fee for admission to or use of the Park during scheduled Events.

8. Maintenance. City agrees to maintain the Park in accordance with the terms and conditions contained herein and in the same manner and to the same extent as with other City parks. In the event that City or County improve the Park or place any personal property upon the Park, the improvement, alteration of the Park, or personal property shall remain the property of said Party and shall be placed upon the Park at said Party's risk. Any maintenance or repair of improvements, alterations, or personal property shall be borne by the Party making said improvement, alteration, or placing the personal property upon the Park.

9. Improvements. Notwithstanding any other provisions of this Amended Agreement to the contrary, City shall have the right to make improvements, alterations, or modifications to the Park not inconsistent with the use of the Park as a public park. County

shall have the right to construct improvements and make alterations or modifications to the Park not inconsistent with the use of the Park as a public park upon prior written approval of City, which shall not be unreasonably withheld.

10. Indemnification. To the fullest extent permissible under applicable law , City agrees to indemnify, defend, and hold harmless County, its officers, agents, and employees from and against any and all claims, suits, damages, liabilities, expenditures, or causes of action of any kind, caused, or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of City, its officers, employees, agents, or servants, arising from, relating to, or in connection with any or all uses of the Park.

11. Insurance. City is an entity subject to the limitations of Section 768.28, Florida Statutes. City shall maintain a fiscally sound risk management program with regard to its obligations under this Amended Agreement pursuant to Section 768.28, Florida Statutes. City shall furnish County with written verification of liability protection required under this section, which may be through self-insurance, a risk management program, and/or liability insurance in accordance with Chapter 768, Florida Statutes, within thirty (30) days after County's request of such verification.

12. Reservation. County hereby reserves all rights of ownership in and to the Park which are not inconsistent with this Amended Agreement, including, without limitation, the right to grant further easements on, under, over, and across the Park and reserves unto itself and on behalf of any future lessee of the Park, the right to use the Park for all uses not interfering or inconsistent with the uses permitted herein. In the event that further easements are needed for uses not inconsistent with this Amended Agreement, City shall review and approve said easement. Approval shall not be unreasonably withheld or delayed.

13. Miscellaneous.

- a. Construction. The section headings contained in this Amended Agreement are for reference purposes only and shall not affect the meaning or interpretation hereof. The Parties to this Amended Agreement have participated fully in the negotiation of this Amended Agreement, and accordingly, this Amended Agreement shall not be more strictly construed against any Party hereto. In construing this Amended Agreement, the singular shall be held to include the plural, the plural shall be held to include the singular, and reference to any particular gender shall be held to include every other and all genders.
- b. Successors and Assigns. This Amended Agreement shall be binding upon the Parties hereto, and their respective heirs, successors, and assigns.

- c. Sovereign Immunity. Nothing in this Amended Agreement shall be interpreted to constitute a waiver of the sovereign immunity of City or County or the terms and limitations contained in Section 768.28, Florida Statutes.
 - d. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Amended Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Amended Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Amended Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AMENDED AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS ANY PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**
 - e. Amendments; Termination. This Amended Agreement may not be amended, modified, or terminated except by written agreement of the City and County. Further, no modification or amendment shall be effective unless in writing and recorded in the Official Records of Broward County, Florida.
 - f. Entire Agreement. This Amended Agreement constitute the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, and arrangements, both oral and written, between the Parties with respect thereto.
 - g. Joint Preparation. This Amended Agreement has been jointly prepared by the Parties, and shall not be construed more strictly against any Party.
 - h. Counterparts and Multiple Originals. This Amended Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
14. Recording. County shall record this Amended Agreement, at its own expense, in the Official Records of Broward County, Florida.

[Signatures on the following pages]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Amended Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 20__ (Board Agenda Item No. ____), CITY OF FORT LAUDERDALE, signing by and through its Mayor, duly authorized to execute same, and NURIVER LANDING CONDOMINIUM ASSOCIATION, INC., signing by and through its____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By: _____
Claudia Capdesuner (Date)
Assistant County Attorney

By: _____
Annika E. Ashton (Date)
Deputy County Attorney

CC
Amended and Restated Smoker Park Easement
04/19/2021
#499355v11

**AMENDED AND RESTATED PARK EASEMENT AGREEMENT BETWEEN
BROWARD COUNTY, NURIVER LANDING CONDOMINIUM ASSOCIATION, INC.,
AND CITY OF FORT LAUDERDALE**

CITY

ATTEST:

City of Fort Lauderdale, Florida

By: _____
City Clerk

By: _____
Mayor

____ day of _____, 2021

(SEAL)

By: _____
City Manager

____ day of _____, 2021

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: _____

**AMENDED AND RESTATED PARK EASEMENT AGREEMENT BETWEEN
BROWARD COUNTY, NURIVER LANDING CONDOMINIUM ASSOCIATION, INC.,
AND CITY OF FORT LAUDERDALE**

NURIVER

WITNESSES:

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

Signature

By: _____
Authorized Signor

Print Name

Print Name and Title

Signature

____ day of _____, 2021

Print Name

(CORPORATE SEAL)

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 _____ of NuRiver Landing
Condominium Association Inc., a Florida not-for-profit corporation, [] 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 AND SKETCH OF PARK

(See attached)

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 113.50 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.

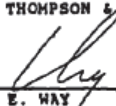
SAID LANDS LYING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA CONTAINING 2.224 ACRES (96,881 SQUARE FEET) MORE OR LESS.

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 21HH-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. 91-0027
DATE: JUNE 14, 1993
REVISED: JUNE 30, 1993
#P51(62211)

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

JUL 01 1993

BR28452PG0354

Exhibit B
Wire Transfer Authorization Form

(Attached)

