

*Seven Kings Holdings, Inc. v. Marina Grande Riviera Beach Condo. Ass'n, Inc., 364 So.3d 1108 (Fla. 4th DCA 2023).*

**Florida Fourth DCA Held Easement Appurtenant Which Marina Held, as Dominant to Estate, to 75 Parking Spaces in Condominium Parking Garage Could Not Be Separately Transferred to Restaurant to Use the Parking Spaces**

Inlet Harbor Marina submitted a site plan application to the City of Riviera Beach for the Inlet Harbor Marina Planned Unit Development (PUD). The PUD included a boat storage marina facility and a residential condominium unit. Once the PUD was approved, the marina and condominium entered into a development agreement; which, in part, reserved seventy-five parking spaces in the condo's parking garage for the marina in addition to granting an easement for access to the marina. Years later, the marina tried to assign its parking and access easement to a third party, Seven Kings. The condominium brought suit, seeking to have the assignment declared invalid. Both the trial and appellate courts found in favor of the condominium, holding that an easement appurtenant (which runs with the land) is not independently alienable.

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The condominium eventually brought an action against Seven Kings and the marina, seeking to have the assignment of the marina's easement over the parking garage to Seven Kings found invalid. The condominium argued first that the easement reserving seventy-five parking spaces for the marina was granted to the marina and not Seven Kings, and, second, that Seven Kings forfeited the ability to claim an easement to seventy-five spaces by entering the agreement with the condominium which restricted its use to a maximum of eight spaces.

On appeal, the court held that the easement which the marina tried to assign to Seven Kings was appurtenant and therefore ran with the land. Accordingly, "the right to use the parking garage could be transferred from the marina to Seven Kings only if the marina, the dominant tenement and the land benefitting from the easement, had also been transferred." Thus, the easement dedication agreement between the marina and Seven Kings—in which the marina tried to transfer its easement over the parking garage to Seven Kings—was legally unenforceable. Importantly, the transfer would also not have been valid had the marina tried to convey it for a specific period of time.