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CITY CLERK
03 SEP 13 PM 4:41

12-2055

TO: Wendy Gonyea, Assistant City Clerk IV
FROM: Denice B. Jones / CITY ATTORNEY'S OFFICE
DATE: September 9, 2013
RE: Holman Motors / Vacation


PLEASE:

<input type="checkbox"/> Make recommendations & return	<input checked="" type="checkbox"/> For appropriate action
<input type="checkbox"/> Prepare reply for (your/my) sig.	<input type="checkbox"/> For your information
<input type="checkbox"/> See me	<input type="checkbox"/> For your review & comment

REMARKS:

Attached please find the original Access Easement, relative to the above transaction, recorded 8/27/2013 at O.R. Book 50136 / 932 - 935.

Action desired before: _____



Denice B. Jones
for Robert B. Dunckel

PREPARED BY AND RETURN TO:

Robert B. Dunkel, Esq.
Assistant City Attorney
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301

INSTR # 111782349
OR BK 50138 Pages 932 - 935
RECORDED 09/04/13 01:14:44 PM
BROWARD COUNTY COMMISSION
DEPUTY CLERK 1012
#1, 4 Pages

ACCESS EASEMENT

THIS INDENTURE, made this 27 day of August, 2013 by and between:

HOLMAN AUTOMOTIVE, INC., a Florida corporation, whose principal address is 12 East Sunrise Boulevard, Fort Lauderdale, FL 33304, its sucesors and assigns, hereinafter, "Grantor"

and

CITY OF FORT LAUDERDALE, a Florida municipal corporation, 100 North Andrews Avenue, Fort Lauderdale, FL 33301, its successors and assigns, hereinafter, "Grantee"

(Wherever used herein, the terms "Grantor" and "Grantee" include all of the parties to this instrument and the heirs, personal representatives and assigns of individuals and successors and assigns of corporations.)

WITNESSETH:

Grantor owns in fee simple that real property described in that certain Special Warranty Deed dated November 29, 2007, recorded November 30, 2007 at Official Records Book 44859, Page 1531 of the Public Records of Broward County, Florida (hereinafter, "Property"). The Easement Parcel, described below, lies within the Property.

That said Grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration to said Grantor, in hand paid by said Grantee, the receipt of which is hereby acknowledged, has granted, bargained and sold unto the said Grantee, its successors and assigns, a perpetual nonexclusive access easement over and across that certain parcel of real property described in **Exhibit "A"** attached hereto and made a part hereof ("**Easement Parcel**") for the benefit of the public for ingress and egress of pedestrians, bicyclists and other non-motorized modes of transportation.

Grantee shall have the right, at its sole option, and, at its sole cost and expense, to cause the Easement Parcel to be cleared, graded, and paved for purposes consistent with and in furtherance of the ingress and egress easement granted herein. All such construction by Grantee will be performed in accordance with all permits requirements, rules and regulations promulgated by all local, state and federal authorities having jurisdiction, and Grantee shall be responsible to obtain any and all permits therefor at its sole cost and expense.

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Grantee shall maintain in good repair and will replace as often as necessary, all improvements now or hereafter constructed by Grantee within the Easement Parcel. Grantor shall maintain in good repair and will replace as often as necessary, all improvements now or hereafter constructed by Grantor within the Easement Parcel. Grantor shall not construct any improvements upon the Easement Parcel which would interfere materially with the use thereof as contemplated in this Easement.

Grantee shall have a temporary construction easement to enter upon portions of Grantor's Property in order to cause any and all construction and maintenance required consistent with the Easement uses authorized herein, relative to the Easement Parcel.

Grantor retains and shall have the right to use the Easement Parcel for all purposes that do not materially interfere with the use of the Easement Parcel for its stated purpose. Closure or construction on or around the Easement Parcel by Grantor that results in closure of the Easement Parcel for limited durations and/or limited closures to prevent the general public from gaining access rights in the Easement Parcel shall be permitted upon written approval of the Grantee's City Manager which such approval shall not unreasonably be denied and may contain reasonable conditions relative thereto.

The covenants, benefits and burdens contained in this Access Easement are not personal, but shall run with the Easement Parcel and Grantor's Property and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, transferees or successors in interest.

Grantor hereby covenants with said Grantee that said Grantor is lawfully seized of fee simple title to the Easement parcel and that Grantor hereby fully warrants and defends the title to the Easement Parcel hereby granted and conveyed against the lawful claims of all persons whomsoever.

("Grantor" and "Grantee" are used for the singular or plural, as the context required.)

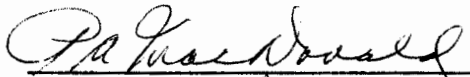
[THE BALANCE OF THIS PAGE REMAINS INTENTIONALLY BLANK.]


TO HAVE AND TO HOLD the same under the Grantee, its successors and assigns, forever.

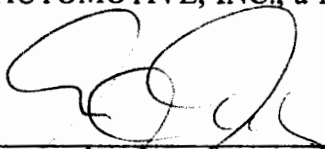
Signed, sealed and delivered
in the presence of:

GRANTOR:

HOLMAN AUTOMOTIVE, INC., a Florida
corporation


Printed Name: P. MacDonald

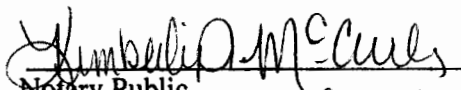

Printed Name: ROBERT J. SAMONTE

By: 
Name: Glenn A. Gardner
Title: President
Date: 8/27/13

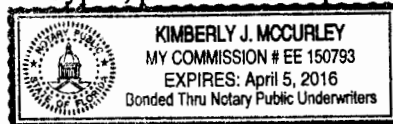
STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Glenn A. Gardner, the President of HOLMAN AUTOMOTIVE, INC., a Florida corporation, freely and voluntarily under authority duly vested in him/her by the President. He/she is personally known to me or who has produced _____ as identification.

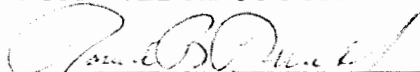
WITNESS my hand and official seal in the County and State last aforesaid this 27 day of August, 2013.


Notary Public
Kimberly J. McCurley
Typed, printed or stamped name of Notary Public

My Commission Expires:



APPROVED AS TO FORM:


Robert B. Dunckel, Assistant City Attorney

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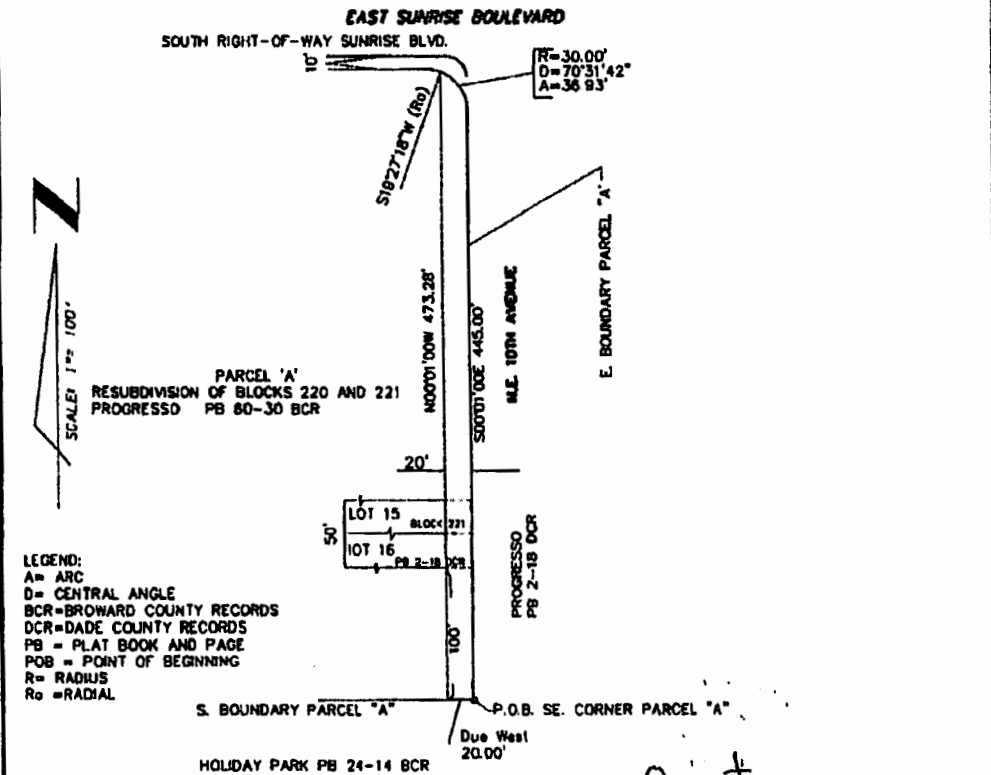
EXHIBIT A **Easement Parcel**

SKETCH AND DESCRIPTION

THIS IS NOT A SKETCH OF SURVEY. IT IS ONLY THE GRAPHIC
REPRESENTATION OF THE DESCRIPTION DEPICTED HEREON.

A PORTION OF PARCEL A ACCORDING TO THE PLAT OF RESUBDIVISION OF BLOCKS 220 AND 221 PROGRESSO AS RECORDED IN PLAT BOOK 80 AT PAGE 30 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA TOGETHER WITH A PORTION OF LOTS 15 AND 16 IN BLOCK 221 ACCORDING TO THE PLAT OF PROGRESSO AS RECORDED IN PLAT BOOK 2 AT PAGE 18 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL "A"; THENCE RUN DUE WEST ALONG THE SOUTH BOUNDARY OF SAID PARCEL "A" 20.00 FEET; THENCE RUN NORTH 00°01'00"WEST 473.28 FEET TO AN INTERSECTION WITH A CURVE TO THE RIGHT A RADIAL AT SAID INTERSECTION BEARING SOUTH 19°27'18"WEST; THENCE ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 70°31'42" RUN 36.93' TO A POINT OF TANGENCY AND THE EASTERLY BOUNDARY OF SAID PARCEL "A"; THENCE RUN SOUTH 00°01'00"EAST ALONG SAID EAST BOUNDARY 445.00 FEET TO THE POINT OF BEGINNING. ALSO KNOWN AS THE EAST 20.00 FEET OF PARCEL "A" OF THE UNRECORDED PLAT OF BMW SUNRISE. SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA.



NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL
RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

MARK D. STURGIS
LICENSED SURVEYOR AND MAPPER NO. 4829
STATE OF FLORIDA

CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA

PORTION RESUBD. OF BLOCKS 220 AND 221 PROGRESSO
AND LOTS 15 AND 16 BLOCK 221 PROGRESSO
20' ACCESS EASEMENT

WINNINGHAM & FRADLEY, INC.
ENGINEERS • PLANNERS • SURVEYORS

13-0000001
18-0000001
DRAWN: MDS
CHECKED: DATE: 8-19-12
PROJECT NUMBER: W-7047
SHEET: 1 OF 1

C:\SURVEY\DRAWINGS\W-07047\20feet5Wwin1.dgn(Model)

9/20/2012 7:20:34 AM