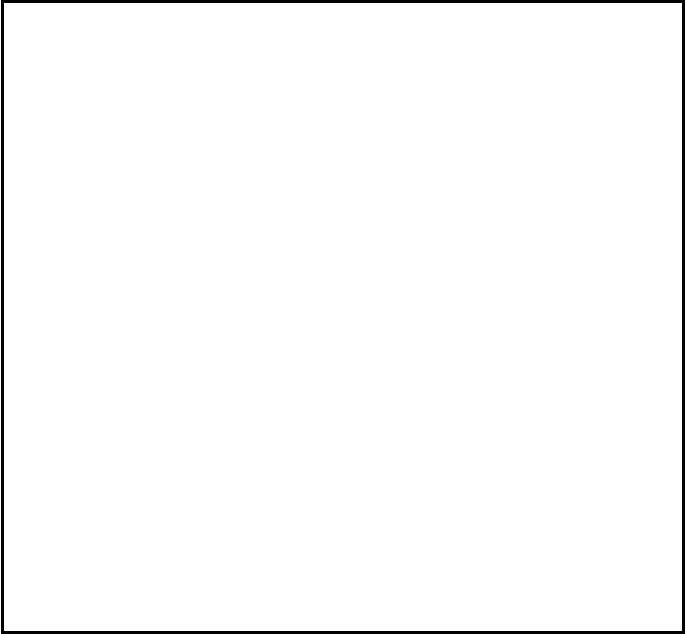


PREPARED BY AND RETURN TO:
Robert B. Dunckel, Esq.
City Attorney's Office
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33301

Folio Nos. 5042 10 12 0450
5042 10 12 0451



Space Reserved for Recording Information

CURRATIVE QUIT CLAIM DEED

THIS INDENTURE, made this ___ day of _____, 2022, by and between:

CITY OF FORT LAUDERDALE, a municipal corporation existing under the laws of the State of Florida, whose Post Office address is 100 North Andrews Avenue, Fort Lauderdale, Florida 33301, hereinafter referred to as "GRANTOR",

and

SIXTH STREET CORPORATION, a Florida corporation, whose address is 116 NW 11 Avenue, Fort Lauderdale, Florida 33311, hereinafter "GRANTEE".

RECITALS:

WHEREAS, on April 21, 1997, Sixth Street Corporation, a Florida corporation, GRANTEE herein, without receipt of valuable consideration, executed and delivered to the City of Fort Lauderdale (GRANTOR herein) a five (5) Foot Right-Of-Way Easement Deed, (containing approximately 576 square feet) granting unto GRANTOR herein right-of-way easement rights over real property described therein, such Right-of-Way Easement Deed being recorded April 25, 1997 at Official Records Book 26334, Page 0085 of the Public Records of Broward County, Florida (hereinafter, "**5-foot Right-Of-Way Easement**"); and

WHEREAS, on April 21, 1997, Sixth Street Corporation, a Florida corporation, GRANTEE herein, without receipt of valuable consideration, executed and delivered to the City

of Fort Lauderdale (GRANTOR herein) a ten (10) foot Right-Of-Way Dedication (containing. Approximately 1,340 square feet) granting unto GRANTOR herein, right-of-way rights over the real property described therein, such Right-Of-Way Dedication Deed being recorded April 25, 1997, at Official Records Book 26334, Page 0098 of the Public Records of Broward County, Florida (hereinafter, “**10-foot Dedication**”); and

WHEREAS, the conveyances of the **5-foot Right-Of-Way Easement** and **10-foot Dedication** to the GRANTOR were for specific purposes; and

WHEREAS, the GRANTOR herein failed to use both the **5-foot Right-Of-Way Easement** and **10-foot Dedication** for the specific purposes for which they were conveyed for a period of sixty (60) consecutive months after the conveyances to the GRANTOR herein, nor did the GRANTOR herein identify the proposed use of either or both the **5-foot Right-Of-Way Easement** and **10-foot Dedication** in a comprehensive plan or other public facilities plan within such sixty (60) consecutive month period; and

WHEREAS, GRANTEE herein has made a written demand upon GRANTOR herein for reconveyance of the **5-foot Right-Of-Way Easement** and the **10-foot Dedication** described above; and

WHEREAS, under the circumstances recited above Florida Statute § 255.22 authorizes execution and delivery by Quit Claim Deed of re-conveyance made in the **5-foot Right-Of-Way Easement** and **10-foot Dedication** described above back to Grantee; and

WHEREAS, in consideration of the foregoing, the City Commission by adoption of Resolution No.22-18, at its Regular Meeting of January 18, 2022, authorized execution and delivery of a Quit Claim Deed by GRANTOR to GRANTEE, such Quit Claim Deed being dated January 18, 2022, recorded March 9, 2022, at Instrument # 117993963 of the Public Records of Broward County, Florida (“**01/18/22 Quit Claim Deed**”); and

WHEREAS, at the time of the **01/18/22 Quit Claim Deed**, GRANTEE herein owned the lands adjoining the real property within and abutting the above described **5-foot Right-Of-Way** and **10-foot Dedication**; and

WHEREAS, a discrepancy between the legal descriptions accompanying the (i) **5-foot Right-Of-Way Easement & 10-foot Dedications** and (ii) the **01/18/22 Quit Claim Deed** are intended to be rectified by this curative re-conveyance of the **5-foot Right-Of-Way Easement** and **10-foot Dedication**, described above, in this Curative Quit Claim Deed; and

WHEREAS, Sixth Street Corporation, executed and recorded an instrument entitled “Right-Of-Way Dedication Deed”, dated September 20, 2000, and recorded September 28, 2000 at Official Records Book 30889, Page 0976 (hereinafter, “**09/28/2000 Right-Of-Way Dedication Deed**”); the **09/28/2000 Right-Of-Way Dedication Deed** was neither delivered to nor accepted by the City of Fort Lauderdale and therefore whatever interests or easement rights were intended to

be conveyed in the **09/28/2000 Right-Of-Way Dedication Deed** never passed to the City of Fort Lauderdale; that notwithstanding the foregoing the City of Fort Lauderdale hereinbelow, as a remedial act, quit-claims, releases and remises unto Sixth Street Corporation the **09/28/2000 Right-Of-Way Dedication Deed** referenced above; and

WHEREAS, in consideration of the foregoing, the City Commission by adoption of Resolution No. 22-_____ at its Regular Meeting of _____ authorized execution and delivery of a reconveyance of this Quit Claim Deed by GRANTOR to GRANTEE.

WITNESSETH that said GRANTOR, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, receipt whereof is hereby acknowledged, does hereby remise, release, quit claim and convey to the said GRANTEE, its successors and assigns forever, any right, title or interest in and to the **(i) 5-foot Right-Of-Way Easement, (ii) 10-foot Dedication, and (iii) the 09/28/2000 Right Of Way Dedication Deed** described above and the easement rights and property interests described therein, such real property and appurtenant easement rights or property interests thereto being located, situate and being in Broward County, Florida.

IN WITNESS WHEREOF, GRANTOR has hereunto set its hand and seal the day and year first above written.

WITNESSES:

CITY OF FORT LAUDERDALE, a
municipal corporation of Florida

[Witness-print or type name]

Dean J. Trantalis, Mayor

[Witness-print or type name]

Greg Chavarria, City Manager

(CORPORATE SEAL)

ATTEST:

Approved as to Form:

David R. Soloman, City Clerk

Alain E. Boileau, City Attorney

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of physical presence or online, this _____, 2022, by DEAN J. TRANTALIS, 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)

Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped.

My Commission Expires:
Commission Number: _____

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of physical presence or online, this _____, 2022, by GREG ECHAVARRIA, 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)

Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped.

My Commission Expires:
Commission Number: _____