

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, DESIGNATING THE PROPERTY COMMONLY KNOWN AS "PIER 66 HOTEL TOWER," LOCATED AT 2301 SE 17TH STREET, FORT LAUDERDALE, FLORIDA, AS A HISTORIC LANDMARK IN ACCORDANCE WITH SECTION 47-24.11.C.7. OF THE CITY OF FORT LAUDERDALE, FLORIDA, UNIFIED LAND DEVELOPMENT REGULATIONS, PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

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WHEREAS, Section 47-24.11.C.7. of the Unified Land Development Regulations of the City of Fort Lauderdale ("ULDR") includes the criteria for the designation of a property as a historic landmark; and

WHEREAS, on July 10, 2018, the City Commission approved a Development Agreement between the City of Fort Lauderdale and Tavistock Development Company, LLC, Pier 66 Parking LLC, Pier 66 Ventures, LLC, and Sails Ventures, for the development of Pier 66 located at 2301 SE 17<sup>th</sup> Street, Fort Lauderdale, Florida; and

WHEREAS, the Development Agreement was recorded on September 21, 2018, in the Official Records of Broward County, Instrument Number 115338030; and

WHEREAS, the applicant, P66 Land Trust, LLC, submitted an application for the historic designation of the property known as "Pier 66 Hotel Tower" located at 2301 SE 17<sup>th</sup> Street, Fort Lauderdale, Florida; and

WHEREAS, notice of a public hearing of the Historic Preservation Board, regarding the application, was provided in accordance with Section 47-27.7. of the ULDR, Notice Procedures for Public Hearings; and

WHEREAS, at a public hearing on December 5, 2022, the Historic Preservation Board reviewed the application, allowed public comment, evaluated the testimony heard at the hearing, considered the recommendations in the city staff report, and reviewed the historic designation report; and

WHEREAS, at the public hearing on December 5, 2022, the Historic Preservation Board recommended that the City Commission approve the request for the historic designation of the property as a historic landmark; and

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WHEREAS, in accordance with section 47-24.11.C.9. of the ULDR, unless otherwise specified by the approving body, each designation of a landmark shall automatically include the designation of the site upon which the landmark exists as a landmark site; and

WHEREAS, notice of the public hearing of the City Commission was provided in accordance with Section 47-27.7. of the ULDR, Notice Procedures for Public Hearings; and

WHEREAS, the City Commission has considered the application, the recommendation of the Historic Preservation Board, reviewed the historic designation report prepared by city staff, heard public comment, and considered the record and evidence heard and documentation submitted at the public hearing on May 7, 2024; and

WHEREAS, the City Commission has concluded at the hearing on May 7, 2024, that the property located at 2301 SE 17<sup>th</sup> Street, Fort Lauderdale, Florida, meets the criteria provided in Sections 47-24.11.C.7.c. and 47-24.11.C.7.e. of the ULDR for designation as a historic landmark.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA:

SECTION 1. That the above recitals are true and correct and incorporated into this Resolution by this reference.

SECTION 2. That the City Commission of the City of Fort Lauderdale, Florida, finds that the application for historic designation of the property as a historic landmark meets the criteria provided in Sections 47-24.11.C.7.c. and 47-24.11.C.7.e. of the ULDR, based on the testimony heard at the hearing, the evidence submitted at the public hearing, and the findings of fact specifically articulated on the record at the public hearing on May 7, 2024.

SECTION 3. That the City Commission of the City of Fort Lauderdale, Florida, hereby approves the designation of the property commonly known as “Pier 66 Hotel Tower” located at 2301 SE 17<sup>th</sup> Street, Fort Lauderdale, Florida, as a historic landmark, in accordance with the criteria in Sections 47-24.11.C.7.c. and 47-24.11.C.7.e. of the ULDR.

SECTION 4. In accordance with Section 8.1. of the Development Agreement recorded on September 21, 2018, in the Official Records of Broward County, Instrument Number 115338030, the historic designation shall apply to the property located at 2301 SE 17<sup>th</sup> Street, Fort Lauderdale, Florida. The legal description of the property is attached hereto and incorporated herein as Exhibit “A.”

SECTION 5. The historic designation of the property commonly known “Pier 66 Hotel Tower” located at 2301 SE 17<sup>th</sup> Street, Fort Lauderdale, Florida, as a historic landmark shall take effect immediately upon adoption of this Resolution.

SECTION 6. The City Clerk is hereby directed to provide a certified copy of this Resolution to the applicant within thirty (30) days of the adoption of this Resolution, and to record a copy of this Resolution in the Public Records of Broward County, Florida.

SECTION 7. That any resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 8. That if any clause, section or other part of this Resolution shall be held invalid or unconstitutional by any court of competent jurisdiction, the remainder of this Resolution shall not be affected thereby, but shall remain in full force and effect.

SECTION 9. This Resolution shall be in full force and effect immediately upon final passage and adoption.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Mayor  
DEAN J. TRANTALIS

ATTEST:

\_\_\_\_\_  
City Clerk  
DAVID R. SOLOMAN

Dean J. Trantalis \_\_\_\_\_

John C. Herbst \_\_\_\_\_

APPROVED AS TO FORM  
AND CORRECTNESS:

Steven Glassman \_\_\_\_\_

Pamela Beasley-Pittman \_\_\_\_\_

\_\_\_\_\_  
City Attorney  
THOMAS J. ANSBRO

Warren Sturman \_\_\_\_\_

# EXHIBIT A

Instr# 116289955 , Page 1 of 5, Recorded 01/15/2020 at 12:18 PM  
Broward County Commission  
Deed Doc Stamps: \$0.70

This instrument prepared by and after recording return to:

Name: Nancy B. Lash, Esq.  
Address: Greenberg Traurig, P.A.  
333 2<sup>nd</sup> Avenue  
Miami, Florida 33131

Property Appraiser's Folio Nos.: 5042-13-21-0010

(Space Reserved for Clerk of the Court)

## **CONVEYANCE DEED TO TRUSTEE UNDER LAND TRUST AGREEMENT** **(Pier Sixty-Six Project)**

THIS CONVEYANCE DEED TO TRUSTEE UNDER LAND TRUST AGREEMENT (the "Deed") is made as of this 15th day of January, 2020, by PIER 66 VENTURES, LLC, a Florida limited liability company ("Grantor"), whose address is 6900 Tavistock Lakes Boulevard, Suite 200, Orlando, FL 32827, to P66 LAND TRUST, LLC, a Florida limited liability company, as trustee ("Trustee") under the provisions of that certain Land Trust Agreement (as the same may be modified, amended, restated and supplemented from time to time, the "Trust Agreement") dated as of January 15, 2020, and known as Trust Number P66-2020 ("Grantee"), whose address is 6900 Tavistock Lakes Boulevard, Suite 200, Orlando, FL 32827.

### **WITNESSETH:**

That Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, hereby conveys and warrants unto Grantee the following property located in Broward County, Florida (the "Property"):

See Exhibit A attached hereto and by this reference made a part hereof.

**TOGETHER** with all the tenements, hereditaments, easements (temporary and permanent), privileges, rights-of-way, lands underlying any adjacent streets or roads appurtenant to the Property and all other appurtenances thereto belonging or in any way appertaining to the Property.

**TOGETHER** with all buildings, structures and other facilities now or hereafter located on the Property.

**SUBJECT TO** (i) taxes and assessments for the year 2020 and subsequent years; (ii) restrictions, reservations, easements, covenants, agreements, limitations, and other matters of record, without hereby reimposing the same, and (iii) all laws, ordinances, and governmental

**NOTE TO RECORDER: THIS IS A CONVEYANCE TO A LAND TRUST PURSUANT TO FLORIDA STATUTES §689.071 IN WHICH GRANTOR IS THE BENEFICIARY OF THE LAND TRUST WITH RESPECT TO THE PROPERTY CONVEYED HEREBY. THIS DEED IS EXEMPT FROM DOCUMENTARY STAMP TAX PURSUANT TO RULE 12B-4.013(28)(a) OF THE FLORIDA ADMINISTRATIVE CODE SINCE THERE IS NO CHANGE IN THE BENEFICIAL OWNERSHIP OF THE PROPERTY.**

regulations, including, but not limited to, all applicable building, zoning, land use and environmental ordinances and regulations.

**TO HAVE AND TO HOLD** the Property with the appurtenances upon the trust and for the uses and purposes herein and in said Trust Agreement.

Pursuant to Florida Statutes §689.071 and/or §689.073, full power and authority is hereby granted to Trustee to protect, conserve, improve, sell, lease, encumber or otherwise to manage and dispose of the Property, which shall include the power and authority:

(a) to improve and subdivide the Property (or any part thereof), to vacate any subdivision and resubdivide the Property (or any portion thereof), to plat and replat the Property and to obtain development rights and other entitlements for the Property;

(b) to contract for the development and/or redevelopment of the Property

(c) to contract to sell, grant options to purchase, and sell on any terms;

(d) to take back, foreclose and release mortgages;

(e) to convey the Property either with or without consideration;

(f) to donate, dedicate, mortgage, pledge or otherwise encumber the Property (or any part thereof);

(g) to lease the Property (or any part thereof), from time to time, in possession or reversion, by leases to commence *in praesenti* or *in futuro*, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of one hundred twenty-five (125) years, and to renew or extend leases upon any terms and for any period or periods of time, and to amend, change or modify leases and the terms and provisions thereof at any time or times;

(h) to contract to make leases and to grant options to lease, options to renew leases and options to purchase the whole or any part of the reversion, and to contract respecting the manner of fixing the amount of present and future rentals;

(i) to enter into management agreements for the management and operation of the Property;

(j) to partition or exchange the Property (or any part thereof), for other real or personal property;

(k) to grant easements or charges of any kind;

(l) to submit the Property (or any part thereof) to the condominium form of ownership or to any other collective ownership regime;

(m) to release, convey or assign any right, title or interest in the Property (or any part thereof); and

(n) to deal with the Property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, from time to time and at any time hereafter.

No party dealing with Trustee in relation to the Property or to whom the Property or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by Trustee, shall be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on the Property, or be obliged to see that the terms of the trust have been complied with, or be obliged to inquire into the authority, necessity or expediency of any act of Trustee, or be obliged or privileged to inquire into any of the terms of the Trust Agreement; and every deed, trust deed, mortgage, lease or other instrument executed by Trustee in relation to the Property shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument: (i) that at the time of the delivery thereof the trust created by this Deed and by the Trust Agreement was in full force and effect; (ii) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Deed and in the Trust Agreement and binding upon all beneficiaries thereunder; (iii) that Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument; and (iv) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, duties and obligations of the predecessor in trust.

The interest of any beneficiary hereunder and under the Trust Agreement is hereby declared to be real property and may be assigned and transferred as such. Although legal and record title to the Property shall be held by Trustee pursuant to the terms of this Deed and the Trust Agreement, the rights, benefits and obligations with respect to the Property (including the power of direction under Florida Statutes §689.071 and/or §689.073) shall belong exclusively to the respective beneficiary thereof.

And Grantor hereby fully warrants title to the Property and will defend the same against the lawful claims of all persons whomsoever.

*[The remainder of this page is intentionally left blank.]*

IN WITNESS WHEREOF, Grantor has set its hand and seal as of the day and year first above written.

Signed, sealed and delivered in the presence of:

GRANTOR:

PIER 66 VENTURES, LLC, a Florida limited liability company

*Robyn L. Noren*  
\_\_\_\_\_  
Robyn L. Noren  
Print Name

By: *Nicholas F. Beucher III*  
\_\_\_\_\_  
Name: NICHOLAS F. BEUCHER III MR  
Title: MANAGER

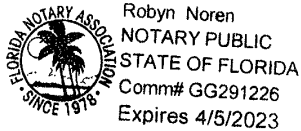
*Shawira Bartley*  
\_\_\_\_\_  
Shawira Bartley  
Print Name

STATE OF FLORIDA )  
 ) )  
COUNTY OF Orange ) )

SS:

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 6 day of January, 2020, by Nicholas F. Beucher III, as Manager of PIER 66 VENTURES, LLC, a Florida limited liability company, on behalf of said limited liability company. He appeared before me and is personally known to me or produced \_\_\_\_\_ as identification.

[NOTARIAL SEAL]



Notary: *Robyn Noren*  
\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of Florida  
My commission expires: \_\_\_\_\_  
Commission Number: \_\_\_\_\_

**Signature Page to Conveyance Deed to  
Trustee Under Land Trust Agreement  
(Pier Sixty-Six Project)**

**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

Tract A of KIMBERLY PLAT, according to the Plat thereof, as recorded in Plat Book 130, Page 1 of the Public Records of Broward County, Florida.