

THIS INSTRUMENT PREPARED BY AND RETURN TO:  
Aleida Ors Waldman, P.A.  
440 South Andrews Ave.  
Ft. Lauderdale, Fl. 33301  
File No.: 1593.27

\_\_\_\_\_[Space Above This Line For Recording Data]\_\_\_\_\_

### **RELEASE AND TERMINATION OF AGREEMENT**

This is a Release and Termination of Agreement dated this \_\_\_\_ day of \_\_\_\_, 20 \_\_, by The City of Fort Lauderdale, a municipal corporation of Florida ("City").

#### **W I T N E S S E T H:**

**WHEREAS**, the Agreement between the City and Golf-Tam, Inc., recorded in Official Records Book 6252 at Page 247 of the Public Records of Broward County, Florida, ("Agreement") affected the property legally described on **Exhibit "A"** attached hereto (hereinafter "Property").

**WHEREAS**, the Agreement provided for the construction of a temporary gravity sanitary sewer to service the Property, which line would connect to the City's sanitary sewerage system;

**WHEREAS**, the only structure on the Property that was serviced by the City has been demolished.

**WHEREAS**, the City and Blackwood Partners, LLC, a Florida limited liability company, the current owner, desire to release and terminate the Agreement.

**NOW, THEREFORE**, in consideration of the payment of Ten and No/100 (\$10.00) Dollars, receipt of which is acknowledged, and other valuable consideration, the City hereby releases and terminates the Agreement. Blackwood Partners, LLC hereby indemnifies City for any claims against the City arising from defects, construction or use of the temporary sanitary sewer and force main. Blackwood Partners, LLC shall protect, defend, indemnify and hold harmless the City, its officers, employees and agents from and against any and all lawsuits, penalties, damages, settlements, judgments, decrees, reasonable and necessary costs, charges and other expenses, including reasonable attorneys' fees and liabilities of every kind, nature or degree resulting from or arising out of defects, construction or use of the temporary sanitary and

force main referenced in the Agreement. Without limiting the foregoing, any and all such claims, suits, causes of action relating to personal injury, death, damage to property, defects in construction, use, or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, is included in the indemnity. Blackwood Partners, LLC further agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and agrees to bear all other reasonable costs and expenses related thereto even if the claim is groundless, false or fraudulent and if called upon by the City. Blackwood Partners, LLC shall assume and defend not only itself but also the City in connection with any claims, suits or causes of action, and any such defense shall be at no cost or expense whatsoever to City, provided that City shall retain the right to select counsel of its own choosing, subject to the Blackwood Partners, LLC approval which shall not be unreasonably withheld, conditioned or delayed. This indemnity shall survive termination of this Agreement.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

**IN WITNESS WHEREOF**, The City has executed this Release and Termination of \_\_\_\_\_ in Broward County, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WITNESSED BY:

**City of Fort Lauderdale:**

\_\_\_\_\_  
(witness signature)

**Print witness  
name** \_\_\_\_\_

By: \_\_\_\_\_  
Lee R. Feldman, City Manager

**Attest:**

\_\_\_\_\_  
(witness signature)

**Print witness  
name** \_\_\_\_\_

By: \_\_\_\_\_  
Jeffrey A. Modarelli, City Clerk

**Approved as to form:**

Cynthia A. Everett, City Attorney

\_\_\_\_\_  
Lynn Solomon, Assistant City Attorney

STATE OF FLORIDA        }  
                                      } SS:  
COUNTY OF BROWARD    }

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Lee R. Feldman, City Manager of the City of Fort Lauderdale, Florida, a municipal corporation of Florida, and acknowledged they executed the foregoing Agreement, as the proper officials of the City of Fort Lauderdale, and the same as the act and deed of the said City of Fort Lauderdale.

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida  
Print name: \_\_\_\_\_  
Title: \_\_\_\_\_

My Commission Expires:

The undersigned is the current owner of the Property and hereby acknowledges and consents to the terms of this Agreement, including but not limited to the indemnification set forth above.

Shawneeka Threatt  
(witness signature)

Print Name: Shawneeka Threatt

Christine Tagaste  
(witness signature)

Print Name: Christine Tagaste

**BLACKWOOD PARTNERS LLC**, a Florida limited liability company

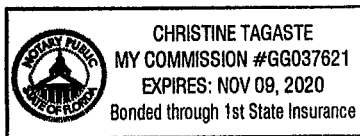
By: Blackfin Properties & Investments, LLLP, a Florida limited liability limited partnership, manager

By: Blackpool Associates, Inc., a Florida corporation, its general partner

By: William M. Murphy  
William M. Murphy, President

STATE OF FLORIDA        }  
                                      } SS:  
COUNTY OF BROWARD    }

The foregoing instrument was acknowledged before me this 14 day of March, 2017 by William M. Murphy, President of Blackpool Associates, Inc., a Florida corporation, general partner of Blackfin Properties & Investments, LLLP, a Florida limited liability limited partnership, Manager of Blackwood Partners, LLC, a Florida limited liability company, freely and voluntarily under authority duly vested in him and that the seal affixed thereto is the true entity seal of said entity. He is personally known to me or who has produced a driver's license as identification.



Christine Tagaste  
NOTARY PUBLIC, State of Florida  
Print name: Christine Tagaste  
Title: Notary Public

My Commission Expires: 11/9/20

# EXHIBIT "A"

75-114756

## AGREEMENT

THIS AGREEMENT, made and entered into this the 3rd day of June, 1975, by and between:

CITY OF FORT LAUDERDALE, a municipal corporation of Florida, hereinafter called "City",

and

GOLF-TAM, INC., 2400 W. Prospect, Fort Lauderdale, Florida, hereinafter called "Owner";

WITNESSETH THAT: WHEREAS, Owner wishes to construct a temporary gravity sanitary sewer to serve property owned by it and hereinafter described, which line would connect up to City's sanitary sewerage system; and City will permit such connection, subject to the terms and conditions as hereinafter set out;

NOW, THEREFORE, in consideration of the mutual covenants and agreements as hereinafter set forth, the parties agree as follows:

1. The City does hereby give to the Owner the right to cause to be installed at its expense a temporary gravity sanitary sewer line from Prospect Road (approximately 600 feet south of W. Commercial Boulevard) to the west approximately 800 feet to provide sewer service to an existing clubhouse and residence east of clubhouse, both located on

S $\frac{1}{2}$  of the NE $\frac{1}{4}$ , of the SW $\frac{1}{4}$  and the S $\frac{1}{2}$ ,  
of the NW $\frac{1}{4}$ , of the SE $\frac{1}{4}$  of Section 17,  
Township 49 S, Range 52 E;

subject to the following conditions to be performed by the Owner:

- (a) The installation of the gravity sanitary sewer within the street right of way will be done by an engineering contractor, approved by the City Engineer or by City forces at the Owner's expense.
- (b) The installation of the sewer facilities on private property shall comply with the building code requirements of the City and be subjected to inspections by City plumbing inspectors.
- (c) The actual tie-in of said gravity sanitary sewer and appurtenances to the City's sanitary sewerage system shall be done:
  - (1) by the City and the City shall be reimbursed by the Owner for the cost thereof, or
  - (2) by the Owner's engineering contractor with a City engineering department representative present.
- (d) The Owner shall retain title to and be responsible for all costs of maintenance on all portions of the facilities that are installed on private property and within the City right of way.
- (e) The Owner shall take out all necessary permits, such as, City of Fort Lauderdale, Broward County and/or Florida State Board of Health Department, Broward County Pollution Control Office, Broward County, Department of Transportation, etc., where applicable, and where required by Ordinance

Prepared by W. W. Caldwell, Jr., City Attorney, City of Fort Lauderdale, Florida

RETURN TO  
CITY CLERK  
P. O. BOX 14250  
FT. LAUDERDALE, FLA.  
33302

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of the City, County, and State Statutes. Owner agrees to pay all fees in connection with the above permits.

(f) The Owner, by executing this Agreement, does hereby accept any and all liability claimed or assessed against the City by any and all persons as a result of damage caused pursuant to the installation of said main and appurtenances.

(g) Owner will proceed with all speed and dispatch to produce detailed plans, specifications and contract documents, as quickly as practicable and without delay, so that actual construction can be begun shortly. Owner shall place on file with the City Engineer a copy of any and all contracts executed between Owner and contractor or contractors for the construction of the aforementioned gravity sanitary sewer and appurtenances when said facilities will be constructed within City right of way.

(h) Prior to Owner connecting up plumbing constructed on any lots or lands, heretofore described, with the sanitary sewerage main, the construction of which is hereby permitted and provided for, and prior to the connection of said main and its connecting line with the City sanitary sewerage system as now located and in operation, Owner shall secure from the general contractor or contractors for transmittal to the City Engineer of City immediately upon completion of the work as hereinafter defined, a sworn certificate, approved by the Consulting Engineers, certifying that all subcontractors have been paid in full, and further releasing the City of Fort Lauderdale from all claims for labor and materials and any and all other costs or damages incurred by the general contractor or contractors in connection with the said work, or by or through it or their subcontractors, if any; "Work" as used here shall mean only such work as is requested by Owner to be connected up with City service. Owner shall not be permitted to request connection of any portion until the intervening and functioning line (intervening between such requested section and City's lines) is connected with City system.

(i) Owner stipulates, agrees and understands that City will not accept any sewage from the constructed line or permit any plumbing to be connected to said line until:

(aa) Receipt of the foregoing Certificate from the general contractor, approved by the Consulting Engineers; and

(bb) Payment by Owner to City of all costs paid and expense incurred by City incident to approval of plans and inspection and approval of work.

2. The installation of sanitary sewer facilities permitted under this Agreement are temporary only and the Owner agrees that they will not interpose an objection to the installation of sanitary sewer mains in the area wherein its plot of land as described is located, under a Sewerage Plan of the City, and the Owner further agrees that it will pay any and all sewer assessments levied against the above described land in connection with an overall sewerage plan and installation in the area, and abide by all regulations in connection therewith, and until such general plan is put into effect will pay all sanitary sewerage service charges now existing or hereafter adopted for customers using sanitary sewers.

3. The installation of gravity sanitary sewers permitted under this Agreement must be completed within one year from the date of this Agreement. Should the Owner fail to install these facilities and connect to the City's sewer system by the termination of the one-year period, this Agreement shall then become null and void.

4. If at some future date it is found that the gravity sanitary sewer installed under this Agreement interferes with public construction, it will be the responsibility of the Owner to pay for any alterations required.

5. Upon receipt of the bill from the City for the cost of installing the gravity sanitary sewer, the Owner agrees that payment will be made at once. Failure to make full payment will result in cancellation of this Agreement. (Applicable only under Item (1)(a) and Item (1)(c) Paragraph 1.)

6. The installation of the gravity sanitary sewer within the City right of way shall be supervised by City engineering department personnel. The estimated cost of inspection, engineering and testing charges is \$200.00. The Owner agrees to deposit the above amount with the City engineering department prior to or at the time of signing this Agreement. Failure to make full payment will result in cancellation of this Agreement. Should costs of inspection exceed the above amount, Owner agrees to pay the difference. The above stipulated amount is for that portion of the gravity sanitary sewer which will be maintained and owned by the Owner and not the system referred to in Item 15, Paragraph (g).

7. The Owner agrees to construct clean-out facilities in the gravity sanitary sewer at the property line. The gravity sanitary sewer located within the City right of way shall be maintained by the City or property owner at the discretion of the City. In either case, the Owner shall pay for all costs in maintaining said line. Upon receipt of any bill from the City for the cost of maintaining the gravity sanitary sewer, the Owner agrees that payment will be made at once. Failure to make full payment will result in cancellation of this Agreement.

8. The Owner, at its own expense, shall have a professional engineer prepare the necessary plans and specifications for the installation of the gravity sanitary sewer. Five (5) sets of plans and specifications shall be forwarded to the City Engineer for his review and approval. One (1) approved set of these plans shall be returned to the Owner. The City inspection division shall be notified forty-eight (48) hours prior to any construction within the City right of way. All work shall conform to the City of Fort Lauderdale specifications.

9. If at any time this gravity sanitary sewer or its appurtenances become a sanitary nuisance, it shall be immediately corrected. All ordinances of the City shall be adhered to, and if in the opinion of the City Engineer, pretreatment of sanitary wastes from the above property is required or directed, the Owner shall immediately construct the necessary facilities and bear all costs for construction, operation, and maintenance of the pretreatment facilities. Failure to comply will result in cancellation of this Agreement.

10. By the Owner executing this Agreement, permission is granted for disposing of wastewater from the above described property. No other connections into this gravity sanitary sewer will be permitted. Any expansion, modification, or revision of the existing conditions must be submitted for the approval of the City Engineer. Noncompliance with this requirement will be grounds for cancellation of this Agreement.

11. If at any time the above property is not utilized as herein described, approval must first be secured from the City Engineer prior to any further wastewater being discharged into the gravity sanitary sewer.

12. If at any future date this temporary gravity sanitary sewer is damaged by any contractor constructing facilities for the City or authorized to install utilities within the City right of way and results in the temporary gravity sanitary sewer being out of service for any length of time, thus causing a hardship for the Owner of said property, neither the City nor the contractor shall be held responsible.

13. The City shall not be liable in any way for damages incurred within the City right of way or on private property due to any stoppages, breakage, grease accumulation, or any other malfunctions of the temporary gravity sanitary sewer main, sanitary sewer line, pumping station, or force main.

14. All replacement of existing alleys or streets and their subsurfaces, if any, shall be made in accordance with standard City street replacement specifications, subject to inspection by the City Engineer or his subordinates, and immediate rectification of any defects therein must be made by the Owner upon notification by the City Engineer.

15. The City may, at its discretion, maintain the gravity sanitary sewer system provided said system is installed within dedicated rights of way or sanitary sewer easements having a minimum width of 30 feet and subject to the following conditions:

(a) Owner shall construct complete gravity sanitary sewer collection system in accordance with City's specifications presently in effect, and also in accordance with the specifications of the Consulting Engineers.

(b) Owner shall lay gravity sanitary sewer lines only in dedicated rights of way or sanitary sewer easements which shall be included in a recorded plat approved by the City Planning and Engineering Departments and shall proceed reasonably and without delay to commence and complete construction. The construction of the sanitary sewerage line shall be approved by the City Engineer as the work is placed in the ground; and City inspectors shall inspect the work to see that it conforms with the Plans and Specifications.

(c) Owner agrees that the title to the sanitary sewerage main and appurtenances shall vest in the City without cost, immediately upon acceptance and approval by City through the City Engineer of said construction, and City shall thenceforth maintain said line.

(d) During the progress of construction if the City determines that the installation is not in accord with the plans and specifications described herein and in accordance with this agreement, City shall then notify the Owner of said variance or variances, and the same shall be corrected forthwith.

(e) Owner upon acceptance by the City of the work, as previously defined, shall assign (either complete or partial assignment) to City, Owner's interest in and to its contract for such work and its performance bond in connection therewith. Such performance bond shall be a full performance bond executed by a corporate surety qualified to do business in Florida and on the U.S. Treasury approved list



and shall include a 25% of original bond principal to continue for one year after completion and approval by City and guaranteeing against defects of workmanship and materials discovered during such one year period.

(f) Owner shall bear the full engineering cost for the design of the gravity systems. Owner shall pay the Consulting Engineers directly for all engineering costs for design.

(g) The City shall be responsible for complete inspection of the gravity collection system. Cost of inspection and testing to be paid for by the Owner. Failure to make full payment to the Engineering Department for testing and inspection charges shall result in cancellation of this Agreement.

(h) Should Owner cause the relocation of gravity mains, force mains or appurtenances subsequent to acceptance by City of the aforesaid sanitary sewerage main and appurtenances through any replat of the aforescribed area, or otherwise, all costs in connection with such relocation shall be paid by the Owner prior to such relocation, which payment may be guaranteed by a bond in appropriate amount.

(i) Prior to acceptance by City of gravity sanitary sewer system previously defined, Owner shall furnish to City in care of City Engineer "as built" plans prepared by the Consulting Engineers and in the form designated by the City Engineer.

(j) Owner agrees that all house lateral installations; that is, the portion of the sewer line from the house to the street right of way line, will be constructed in accordance with the City Code. Owner, when requested, must certify that said connections have been installed accordingly.

(k) The Owner agrees to construct clean-out facilities in the gravity sanitary sewer at the property line. The City agrees that it will maintain the gravity sanitary sewer located within the City right of way.

(l) At the completion of the sanitary sewer line, said line shall be televised by the Utilities Department of the City. Any defects shall be immediately corrected at no cost to the City. Prior to expiration of one-year performance bond, City shall again televise gravity main. Any defects whatsoever, again, shall be corrected at no cost to the City. All costs for television lines within dedicated right of way shall be done at no cost to Owner.

16. Prior to acceptance of work by the City, Owner's consulting engineer shall transmit to the City Engineer, as-built plans prepared on tracing forms provided by the City Engineer.

17. All legal documents pertaining to the above line must be recorded and transmitted to the City Engineer before gravity sanitary sewer can be activated.

18. This permit shall not be effective until this Agreement has been duly executed by all parties and recorded in the public records of Broward County, Florida.

19. This Agreement shall be binding upon the successors and assigns of the parties, and all conditions and covenants herein shall be construed to be and are covenants running with and encumbering the land.

20. This Agreement shall be of no force and effect if not properly executed by all parties on or before 30 days from date hereof, unless the parties, by mutual agreement in writing, shall for good cause extend the time for execution.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

WITNESSES:

Marta Yarbrough  
Margaret H. Nichols

CITY OF FORT LAUDERDALE

By [Signature]  
Mayor-Commissioner

By [Signature]  
City Manager

ATTEST:

[Signature]  
City Clerk

Approved as to form:

[Signature]  
City Attorney

(CORPORATE SEAL)

WITNESSES:

[Signature]  
[Signature]

GOLF-TAM, INC.

By [Signature]  
President

ATTEST:

[Signature]  
Sec

(CORPORATE SEAL)

STATE OF FLORIDA :  
COUNTY OF BROWARD:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared E. CLAY SHAW, JR., ~~R. A. BULLER~~, and MARGUERITE DOGEN, Mayor-Commissioner, City Manager and City Clerk, respectively, of the City of Fort Lauderdale, Florida, a municipal corporation of Florida, and acknowledged they executed the foregoing agreement as the proper officials of the City of Fort Lauderdale, and the same is the act and deed of the said City of Fort Lauderdale.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Fort Lauderdale, in the State and County aforesaid, this 13th day of June, 1975.



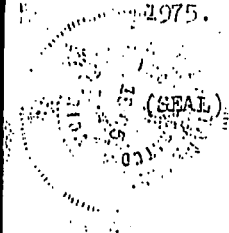
[Signature]  
Notary Public  
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES AUG. 17, 1976  
BONDED THRU GENERAL INSURANCE UNDERWRITING CO.  
CITY CLERK  
P. O. BOX 14270  
FT. LAUDERDALE, FLA.  
33302

STATE OF FLORIDA :  
COUNTY OF BROWARD:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared H. S. Blunt and \_\_\_\_\_, as \_\_\_\_\_ and \_\_\_\_\_, respectively, of GOLF-TAM, INC., to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of the corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Fort Lauderdale, in the State and County aforesaid, this 9 day of June, 1975.



Carol A. Kypka  
Notary Public  
My Commission Expires:

NOTARY PUBLIC  
STATE OF FLORIDA  
COMMISSION EXPIRES: 12/31/77

