

GRAY ROBINSON
ATTORNEYS AT LAW

954-761-8111

STEPHEN.TILBROOK@GRAY-ROBINSON.COM
SHAREHOLDER

401 E. LAS OLAS BLVD.
SUITE 1000
FORT LAUDERDALE, FLORIDA 33301
PHONE: (954) 761-8111
FAX: (954) 761-8112

BOCA RATON
FORT LAUDERDALE
JACKSONVILLE
KEY WEST
LAKE LAND
MELBOURNE
MIAMI
NAPLES
ORLANDO
TALLAHASSEE
TAMPA

January 11, 2018

HAND DELIVERED

City of Fort Lauderdale
Sustainable Development - Urban Design Planning
700 NW 19th Avenue
Fort Lauderdale, FL 33311

Re: Aqualuna Condominiums - 20 Isle of Venice
Applications Easement Vacation
Abandoned Drainage Easement recorded in ORB 487, Page 118

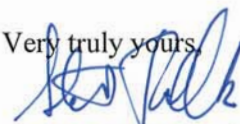
Dear Sir/Madam:

Enclosed please find the following in regard to the above-referenced application:

1. Notarized letter of Owner's Consent
2. Check in the amount of \$680.00
3. Application
4. Narrative
5. Photographs of the property (aerial, east and west views)
6. Corporate Information for Condominium Association
7. Proof of Ownership (portion of Declaration of Condominium)
8. Legal Description of entire property
9. List of Tax Folio Numbers
10. Copy of Easement recorded in ORB 487, Page 118
11. Copies of No Objections letters (ATT, BCWWD, FPL, FtL-DSD, SFWMD, and Teco)
12. Signed/sealed Sketch & Description of the easement sought to be vacated (and six copies)
13. Signed/sealed Water & Sewer As-Built Survey showing the easement sought to be vacated (24x36 and six 11x17 copies)
14. Signed/sealed Paving & Drainage As-Built Survey showing the easement sought to be vacated (24x36 and six 11x17 copies)
15. A CD of PDF version of each of the above enumerated documents.

Thank you very much for your service and assistance in this matter. Please contact us at 954-761-8111 or Stephen.Tilbrook@gray-robinson.com and nancy.nicole@gray-robinson.com if you have any questions or need anything further.

Very truly yours,



Stephen K. Tilbrook

Encls.

11

**AQUALUNA LAS OLAS
CONDOMINIUM ASSOCIATION, INC.**

15951 SW 14th Street
Suite 300
Davie, FL 33331

12/12/2017

City of Fort Lauderdale
Urban Design & Planning & Engineering
700 NW 19th Avenue
Fort Lauderdale, FL 33311

Re: *Aqualuna Las Olas
20 Isle of Venice, Fort Lauderdale, FL*

Dear Sir/Madam:

This letter authorizes GrayRobinson, P.A. to act as agents and/or representatives on behalf of **Aqualuna Las Olas Condominium Association, Inc.**, on matters related to applications for vacation of easements for the above referenced property with regard to the City of Fort Lauderdale.

Thank you for your consideration in this regard.

**Aqualuna Las Olas Condominium
Association, Inc.**

By: *John F. Gehrig* **PRESIDENT**

Name: *John F. Gehrig*

Title: *President, Board of Directors*, Aqualuna
Las Olas Condominium Association, Inc.

State of Florida)
County of *Broward*) ss

On this *15* day of *December*, 2017, before me personally appeared *John F. Gehrig*, as *President* of **Aqualuna Las Olas Condominium Association, Inc.**, who acknowledged the foregoing and who did not take an oath, and is either: ☒ personally known to me or produced _____ as identification.

(Notary Seal/Stamp)

Ana Chaparro
Notary Public, State of Florida



2653

AQUALUNA LAS OLAS LLC1800 E LAS OLAS BLVD
FORT LAUDERDALE, FL 33301CENTENNIAL BANK
81-275/829

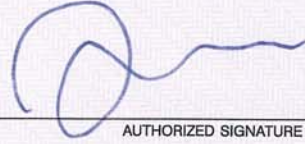
1/2/2018

PAY TO THE City of Fort Lauderdale
ORDER OF

\$ **680.00

Six Hundred Eighty and 00/100*****

DOLLARS

City of Ft Lauderdale
Urban Design & Planning & Engineering
700 NW 19th Ave
Ft Lauderdale, FL 33311

AUTHORIZED SIGNATURE

MEMO AquaLuna Condo Association - Vacation of Easeme

⑈002653⑈ ⑆082902757⑆ 1000010908⑈

AQUALUNA LAS OLAS LLC

City of Fort Lauderdale

1/2/2018

2653

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
12/29/2017	Bill	Easement Vacation #1	680.00	680.00		680.00
					Check Amount	680.00

0123 487/118

Broward/Centennial B AquaLuna Condo Association - Vacation of Ease

680.00



SUSTAINABLE DEVELOPMENT – URBAN DESIGN PLANNING

RIGHT-OF-WAY/EASEMENT APPLICATION

Rev: 1 | Revision Date: 2/23/2017 | Print Date: 2/23/2017
I.D. Number: ROWEA

DEVELOPMENT REVIEW COMMITTEE (DRC) Right-of-way / Easement Application

Cover: Deadline, Notes, and Fees
Page 1: Applicant Information Sheet
Page 2: Required Documentation / Submittal Checklist
Page 3: Other Property & Right-of-Way related items for discussion

DEADLINE: Submittals must be received by 4:00 PM each business day. Pursuant to Section 47-24.1(1), the Department will review all applications to determine completeness within five (5) business days. Applicants will be notified via email, if plans do not meet the submittal requirements and if changes are required.

NOTES: Prior to formal submittal of applications, applicants are encouraged to schedule an appointment with Urban Design & Planning Division staff to obtain feedback regarding subject proposals, especially right-of-way vacation requests, as well as any other considerable development projects. The meetings provide an opportunity for applicants to obtain feedback and general direction, prior to expending significant effort on design and preparation of submittal documents.

Optional 15-minute time slots are available during DRC meetings for scheduling to applicants, to obtain signatures on completed DRC plans (including Pre-Planning and Zoning Board, Pre- City Commission and Final DRC plans) from all representatives at one time, in preference to scheduling individual appointments. Appointments are subject to availability. To make an appointment, please call 954-828-6531 latest by Friday at 12:00 noon prior to the meeting date.

Other Property & Right-of-Way related items for discussion: the application and submittal requirements are attached on the last page of this application.

FEES: All applications for development permits are established by the City Commission, as set forth by resolution and amended from time to time. In addition to the application fee, any additional costs incurred by the City including review by a consultant on behalf of the City, or special advertising costs shall be paid by the applicant. Any additional costs, which are unknown at the time of application, but are later incurred by the City, shall be paid by the applicant prior to the issuance of a development permit.

Any agreement with the City of Fort Lauderdale and other parties, such as, but not limited to, license, encroachment, water and sanitary sewer agreements, shall be preceded by the execution and filing of the following application form and the payment with said application fee of \$100.00, (Ordinance No. C-84-65), which shall be nonrefundable. This application must be presented and the fee paid before agreement is prepared or considered. If publication is necessary, applicant agrees to pay the cost of such publication

<input checked="" type="checkbox"/>	Easement Vacation	\$ 680.00
<input type="checkbox"/>	Right-of-Way Vacation	\$ 780.00
<input type="checkbox"/>	Agreements with the City *	\$ 100.00
<input type="checkbox"/>	Other Property & Right-of-Way related items for discussion	\$ 100.00

* Any agreement with the City of Fort Lauderdale and other parties, such as, but not limited to, revocable license, encroachment, water and sanitary sewer agreements)

Page 1: DRC Vacation / Agreements - Applicant Information Sheet

INSTRUCTIONS: The following information is requested pursuant to the City's Unified Land Development Regulations (ULDR). The application must be filled out accurately and completely. Please print or type and answer all questions. Indicate N/A if does not apply.

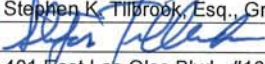
NOTE: To be filled out by Department

Case Number	
Date of complete submittal	

NOTE: For purpose of identification, the **PROPERTY OWNER** is the **APPLICANT**

Property Owner's Name	AQUALUNA LAS OLAS CONDOMINIUM ASSOCIATION, INC.
Property Owner's Signature	If a signed agent letter is provided, no signature is required on the application by the owner.
Address, City, State, Zip	15951 SW 41 STREET, #300, DAVIE, FL 33331
E-mail Address	c/o Stephen.Tilbrook@gray-robinson.com
Phone Number	954-349-8777
Proof of Ownership	<input type="checkbox"/> Warranty Deed or <input type="checkbox"/> Tax Record Declaration of Condominium

NOTE: If **AGENT** is to represent **OWNER**, notarized letter of consent is required

Applicant / Agent's Name	Stephen K. Tilbrook, Esq., GrayRobinson PA
Applicant / Agent's Signature	
Address, City, State, Zip	401 East Las Olas Blvd., #1000, Fort Lauderdale, FL 33301
E-mail Address	Stephen.Tilbrook@gray-robinson.com
Phone Number	954-761-8111
Letter of Consent Submitted	Yes.

Development / Project Name	AQUALUNA LAS OLAS CONDOMINIUM ASSOCIATION, INC.
Development / Project Address	Existing: 20 & 30 Isle of Venice, Ft. Lauderdale New: n/a
Legal Description	See attached.
Tax ID Folio Numbers (For all parcels in development)	See attached.
Request / Description of Project	Vacate abandoned storm drainage easement.
Applicable ULDR Sections	Sec. 47-24.7 Vacation of Easements.
Total Estimated Cost of Project	\$ n/a (Including land costs)

Current Land Use Designation	RMM-25
Current Zoning Designation	RMM-25
Current Use of Property	Condominiums

Additional property owners who wish to be included in the request, if applicable. Use additional sheets if necessary.

Name and Signature	Folio Number	Subdivision	Block	Lot

NOTE: Applicant must indicate if/how the following provisions are met:

1. All utilities (list below) located within the easement and/or right-of-way must be relocated pursuant to a relocation plan; and
2. The owner of the utility facilities must consent to the vacation; or
3. A utilities easement must be retained over the area or portion thereof; or
4. An easement in a different location must be provided for the utility facilities by the owner to the satisfaction of the City; or
5. Any combination of same and utilities maintenance are not disrupted.
6. Applicants shall satisfactorily support vacation requests by addressing each point listed in Sections 47-24.6 and 47-24.7 of the city's Unified Land Development Regulations (ULDR) as applicable.

TECO, Peoples Gas
5101 NW 21st Avenue
Fort Lauderdale, FL 33309
(954) 453-0817, (954) 453-0804 fax

Florida Power and Light
Service Planning
3020 N.W. 19 St.
Fort Lauderdale, FL 33311
(954) 717-2057, (954) 717-2118 fax

BellSouth
8601 W. Sunrise Blvd., 2nd Floor
Plantation, FL 33322
(954) 476-2909

Comcast, Inc.
2501 SW 145 Ave, Suite 200
Miramar, FL 33027
(954) 534-7417, (954) 534-7083 fax

Page 2: Required Documentation

INSTRUCTIONS: An application for a vacation of an easement, a right-of-way or other public place shall be reviewed in accordance with all applicable provisions of ULDR Sec. 47-24.6 Vacation of Rights-of-Way and/or Sec. 47-24.7 Vacation of Easement.

One (1) copy of the following documents:

- ☒ Completed application (all pages filled out as applicable)
- ☒ Proof of ownership (warranty deed or tax record), including corporation documents if applicable. Proof of ownership by Title Co. or written Attorney's opinion within the last 30 days.
- ☒ Property owners signature and/or agent letter signed by the property owner.
- n/a ☐ Traffic study for projects that meet the trip threshold (see Sec. 47-24 or contact DRC Engineering Rep.)
- n/a ☐ Color photographs of the entire property and all surrounding properties, dated and labeled and identified as to orientation.

The following number of Plans:

- ☒ One (1) original set, signed and sealed at 24" x 36"
- ☒ Six (6) copies sets, with plans at 11" x 17"
- ☒ One (1) electronic version of complete application and plans in PDF format

NOTE: For initial submittal one signed and sealed set is required. Copied sets will be requested after completion review. If the development site is separated by a public right-of-way including alley or alley reservations, a separate application must be completed for each parcel.

Plan sets should include the following:

- ☒ **Narrative** describing project specifics, to include: architectural style and important design elements, utilities affected and the plan to address them, trash disposal system, security/gating system, hours of operation, etc. Narrative response referencing all applicable sections of the ULDR, with point-by-point responses of how project complies with criteria. Narratives must be on letterhead, dated, and with author indicated.
- n/a ☐ **Cover sheet** including project name and table of contents.
- n/a ☐ **Land Use and Zoning maps** indicating all properties within 700 ft. of the subject property. These should be obtained from Urban Design & Planning Division. Site should be highlighted or clearly marked to identify the parcel(s) under consideration on all sets.
- ☒ **Current survey(s)** of property, signed and sealed, showing existing conditions. The survey should consist of the proposed project site alone excluding adjacent properties or portions of lands not included in the proposal. A current certified boundary survey (within last 6 months) is required for "agreements with City of Fort Lauderdale applications".
- ☒ **Most current recorded plat** including amendments, with site highlighted. This may be obtained from Broward County Public Records at 115 S. Andrews Ave.
- n/a ☐ **Aerial photo** indicating all properties within 700 ft. of the subject property. Must be clear and current with site highlighted.
- ☒ **Sketch and legal description** of easement or ROW proposed to be vacated (must be prepared by Engineer or Surveyor).

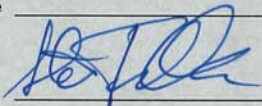
NOTES:

- All plans and documents must be bound, stapled and folded to 8 1/2" x 11";
- All copy sets must be clear and legible and should include any graphic material in color;
- Civil Engineering plans are only required at Final-DRC sign-off. Contact DRC Engineering Representative for details;

Applicant's Affidavit

I acknowledge that the Required Documentation and Technical Specifications of the application are met:

Print Name Stephen K. Tilbrook, Esq.

Signature 

Date 1/11/18

Staff Intake Review

For Urban Design & Planning Division use only:

Date _____

Received By _____

Tech. Specs Reviewed By _____

Case No. _____

APPLICATION FORM

Legal name of applicant – (if corporation, names and titles of officers as well as exact name of corporation – if individuals doing business under a fictitious name, correct names of individuals (must be used). Not fictitious name:

NAME: _____ PHONE: _____

APPLICANTS ADDRESS: _____

IF UNAVAILABLE CONTACT: _____ RELATIONSHIP OR TITLE _____

ADDRESS: _____

ADDRESS AND LEGAL DESCRIPTION OF PREMISES OR AREA AFFECTED.

SITE ADDRESS: _____ ZONED: _____

LEGAL DESCRIPTION: _____

DISCUSSION ITEM: _____

APPLICANTS SIGNATURE & TITLE

NOTICE TO APPLICANT

1. Payment –\$100.00 application fee payable to the City of Fort Lauderdale.
2. Proof of ownership by Title Co. or written Attorney's opinion within the last 30 days.
3. Project Description – Briefly describe the proposed project, any items to explain the request and related property and/or right-of-way items.
4. Six (6) copies, size 11"x17" of Land Surveyor's sketch of plan delineating the area including legal description, property and/or right-of-way lines. Current certified boundary survey (within last 6 months).
5. Ground photos of the area and other material to depict the project.

LEGAL DESCRIPTION

LOTS 54, 55, 56 and the North 20 feet of Lot 57, of Island No. 4 Nurmi Isles, according to the Plat thereof, as recorded in Plat Book 24, Page 43, of the Public Records of Broward County, Florida.

TAX ID FOLIO NUMBERS

(For all parcels in development)

20 ISLE OF VENICE

504212CN0010
504212CN0020
504212CN0050
504212CN0060
504212CN0090
504212CN0100
504212CN0130
504212CN0140

30 ISLE OF VENICE

504212CN0030
504212CN0040
504212CN0070
504212CN0080
504212CN0110
504212CN0120
504212CN0150
504212CN0160

954-713-7845

STEPHEN.TILBROOK@GRAY-ROBINSON.COM

January 11, 2018

Yvonne Redding, Planner
City of Fort Lauderdale
700 NW 19th Avenue
Fort Lauderdale, FL 33311

Re: Easement Vacation Narrative: Aqualuna Las Olas Condominium

Dear Ms. Redding:

This letter shall constitute the narrative in support of the application for the vacation of a utility easement at the Aqualuna Las Olas Condominium (the "Project").

The Project is located at 20 & 30 Isle of Venice, Fort Lauderdale, Florida. The Project consists of the construction of sixteen (16) luxury condominium units and certain amenities. The Project received development and permit approvals, and the construction has been completed.

During the permitting process, it was determined that two existing storm drainage easements recorded in 1955 and 1956 in favor of City of Fort Lauderdale (the "City") had been abandoned. The City Engineering Dept. requested, for each easement, a letter, with Sketch & Description of the easements attached, from the City and the five various utilities that it had no objection to the vacation of the easements. The six required letters of no objection are included in the application package, including a letter from the City Engineer.

The criteria for vacation of an easement is set forth in Sect. 47-24.7 of the ULDR:

- a. The easement is no longer needed for public purposes.

Response: The letter from the City Engineer and other utilities indicate that this abandoned drainage easement is no longer needed for public purposes.

- b. All utilities located within the easement have been or will be relocated pursuant to a relocation plan; and the owner of the utility facilities has consented to the vacation; or a portion of the easement area is maintained; or an easement in a different location has been provided by the utility facilities by the owner to the satisfaction of the city; or any combination of same.

Response: The letter from the City Engineer and other utilities indicate that this abandoned drainage easement is no longer needed for public purposes. The drainage facilities have been abandoned and are no longer in use. No relocation of utilizes is necessary.

Yvonne Redding, Planner
City of Fort Lauderdale
January 11, 2018
Page 2

Thank you for your attention and consideration in this regard.

Sincerely,

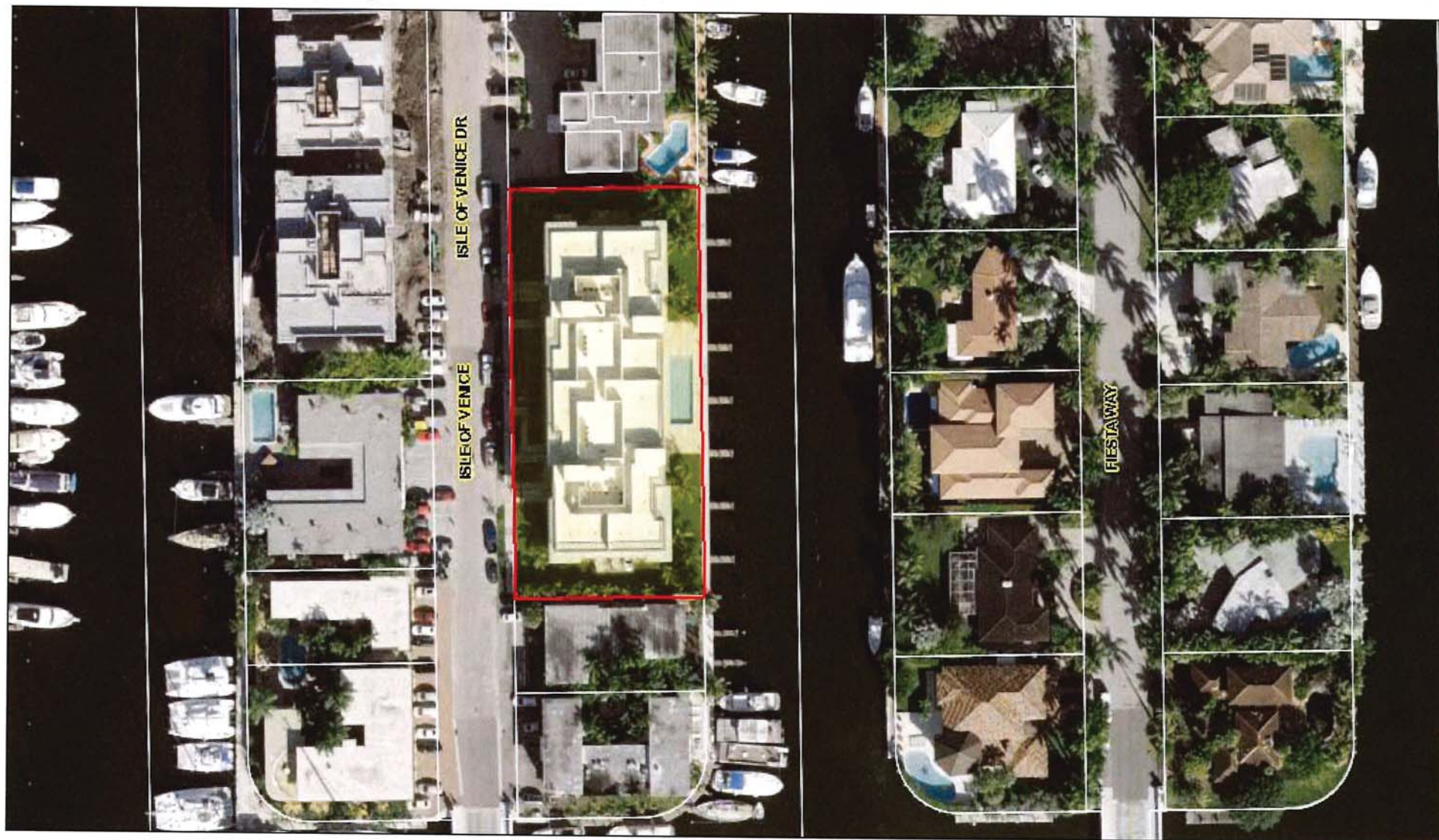
A handwritten signature in black ink that reads "Stephen Tilbrook". The signature is written in a cursive, flowing style.

Stephen K. Tilbrook

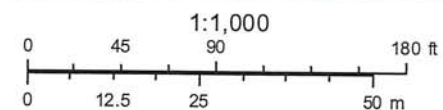
SKT

4931240 v1

Property Id: 504212CN0010



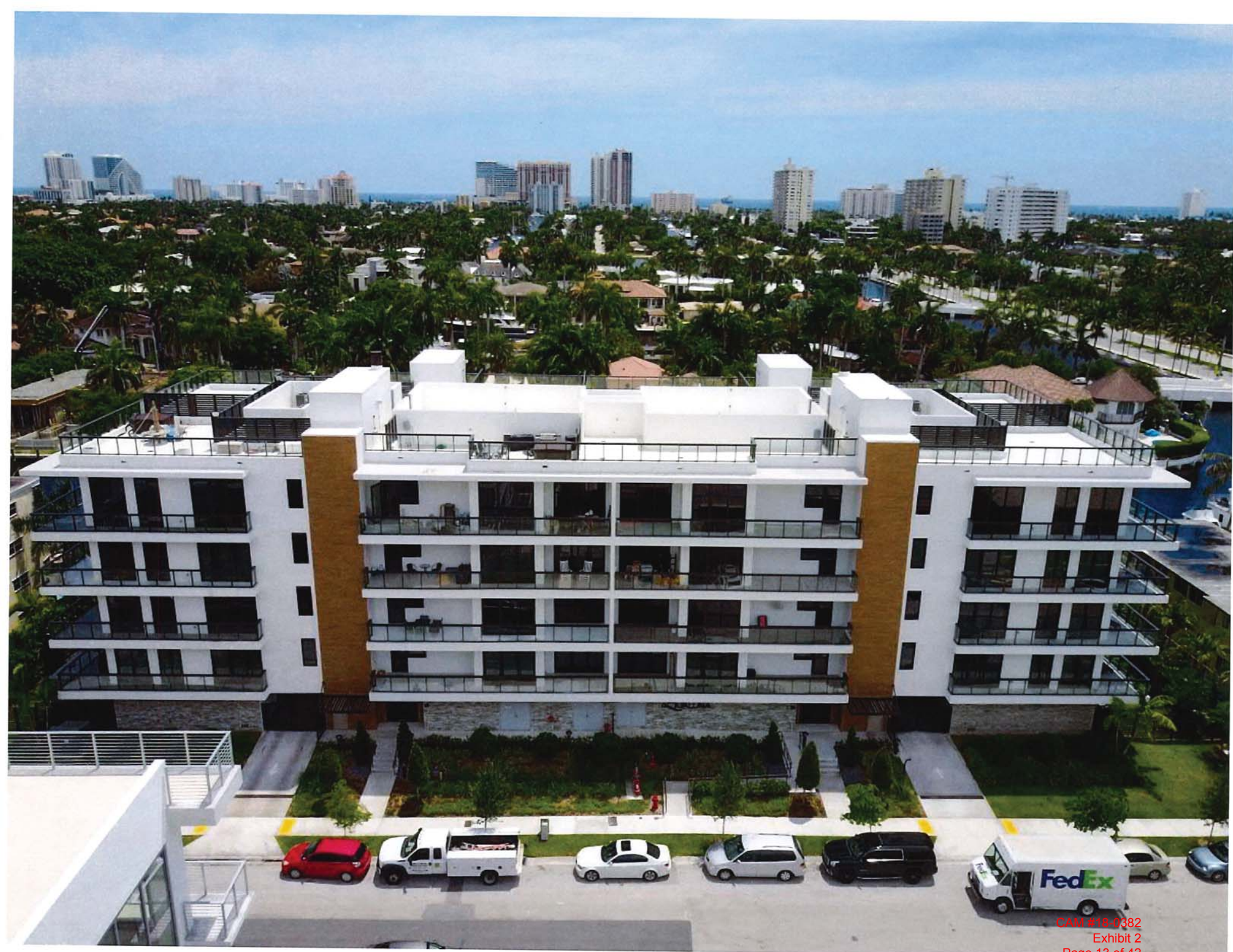
November 16, 2017



Flight Date: Between Dec 29, 2016 and Jan 6, 2017 Broward County Property Appraiser

CAM #18-0382
Exhibit 2
Page 12 of 42

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**2017 FLORIDA NOT FOR PROFIT CORPORATION AMENDED ANNUAL
REPORT**

DOCUMENT# N16000010045

Entity Name: AQUALUNA LAS OLAS CONDOMINIUM ASSOCIATION, INC.

Current Principal Place of Business:

15951 SW 41 ST
SUITE 300
DAVIE, FL 33331

Current Mailing Address:

15951 SW 41 ST
SUITE 300
DAVIE, FL 33331 US

FEI Number: APPLIED FOR

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

EISINGER, BROWN, LEWIS, FRANKEL & CHAIET,
ATTN: DENNIS J. EISINGER, ESQ.
4000 HOLLYWOOD BOULEVARD, SUITE 265-S
HOLLYWOOD, FL 33021 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title VP
Name AGNELLINI, VICTOR
Address 15951 SW 41 ST
SUITE 300
City-State-Zip: DAVIE FL 33331

Title PRESIDENT
Name GEHRIG, JOHN
Address 15951 SW 41 ST
SUITE 300
City-State-Zip: DAVIE FL 33331

Title TREASURER/SECRETARY
Name MAZINGO, CHRISTOPHER
Address 15951 SW 41 ST
SUITE 300
City-State-Zip: DAVIE FL 33331

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: JOHN GEHRIG

PRESIDENT

03/21/2017

Electronic Signature of Signing Officer/Director Detail

Date

7

Prepared by, or under the supervision of,
and after recording return to:
Dennis J. Eisinger, Esq.
Eisinger, Brown, Lewis, Frankel & Chalet, P.A.
4000 Hollywood Boulevard, Suite 265-S
Hollywood, Florida 33021

DECLARATION OF CONDOMINIUM

OF

AQUALUNA LAS OLAS, A CONDOMINIUM

AQUALUNA LAS OLAS, LLC, a Florida limited liability company, hereby declares:

1. Introduction and Submission.

1.1 The Land. The Developer owns the fee title to certain land located in Broward County, Florida, as more particularly described in Exhibit 1 annexed hereto (the "**Land**").

1.2 Submission Statement. Except as set forth in this paragraph, the Developer hereby submits the Land and all improvements erected or to be erected thereon, and all other property, real, personal or mixed, now or hereafter situated on or within the Land to the condominium form of ownership and use in the manner provided for in the Florida Condominium Act, as it may be amended from time to time. Without limiting any of the foregoing, no property, real, personal or mixed, not located within or upon the Land as aforesaid shall for any purposes be deemed part of the Condominium or be subject to the jurisdiction of the Association, the operation and effect of the Florida Condominium Act or any rules or regulations promulgated pursuant thereto.

1.3 Name. The name by which this condominium is to be identified is AQUALUNA LAS OLAS, A CONDOMINIUM (hereinafter called the "**Condominium**").

2. Definitions. The following terms when used in this Declaration and in its exhibits, and as it and they may hereafter be amended, shall have the respective meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

2.1 "**Act**" means the Florida Condominium Act (Chapter 718 of the Florida Statutes), as it may be amended from time to time.

2.2 "**Articles**" or "**Articles of Incorporation**" mean the Articles of Incorporation of the Association, as amended from time to time.

2.3 "**Assessment**" means a share of the funds required for the payment of Common Expenses which from time to time is assessed against the Unit Owner.

2.4 "**Association**" or "**Condominium Association**" means AQUALUNA LAS OLAS CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, the entity responsible for the operation of the Condominium.

2.5 "**Association Property**" means the property, real and personal, in which title or ownership is vested in the Association for the use and benefit of its members.

2.6 "**Board**" or "**Board of Directors**" means the board of directors and the members of the board of directors, from time to time, of the Association.

2.7 "**Building**" means the one structure in which the Units and certain Common Elements are located, which are located on the Condominium Property.

2.8 "**By-Laws**" mean the By-Laws of the Association, as amended from time to time.

2.9 **"Common Elements" mean and include:**

- (a) The portion of the Condominium Property which are not included within the Units.
- (b) Easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services to Units and the Common Elements.
- (c) An easement of support in every portion of a Unit which contributes to the support of the Building.
- (d) The property and installations required for the furnishing of utilities and other services to more than one Unit or to the Common Elements.
- (e) Any other parts of the Condominium Property designated as Common Elements in this Declaration.
- (f) Any and all portions of the Life Safety Systems (as hereinafter defined) regardless of where located within the Condominium Property.

2.10 **"Common Expenses"** mean all expenses incurred by the Association for the Condominium and charges or imposed against Units in the Condominium by the Association. For all purposes of this Declaration, "Common Expenses" shall also include all reserves required by the Act or otherwise established by the Association, regardless of when reserve funds are expended, but shall not include any other separate obligations of individual Unit Owners. For all purposes of this Declaration, "Common Expenses" shall also include: (i) all reserves required by the Act or otherwise established by the Association, regardless of when reserve funds are expended; (ii) if applicable, the cost of a master antenna television system or duly franchised cable television service obtained pursuant to a bulk contract; (iii) if applicable, costs relating to reasonable transportation services, insurance for directors and officers, road maintenance and operation expenses, and in-house communications and surveillance systems; (iv) the real property taxes, Assessments and other maintenance expenses attributable to any Units acquired by the Association or any Association Property; (iv) all expenses relating to the installation, repair, and maintenance of hurricane shutters or impact glass by the Board on areas other than the Units; (v) any lease payments required under leases for mechanical equipment, including without limitation, leases for recycling equipment, if same is leased by the Association rather than being owned by it; (vi) all expense of installation of hurricane shutters or impact glass by the Board for those portions of the Building requiring shutters or impact glass in accordance with the applicable building codes in effect at the time that the permits for the Building were obtained; (vii) all expenses related to the installation, repair, maintenance, operation, alteration and/or replacement of Life Safety Systems, and (viii) any unpaid share of Common Expenses or Assessments extinguished by foreclosure of a superior lien or by deed in lieu of foreclosure. Common Expenses shall not include any separate obligations of individual Unit Owners. Each Unit Type's undivided percentage interest in the Common Expenses is set forth in **Exhibit 3** attached hereto and made a part hereof. All persons are hereby notified that such percentage shares were calculated in accordance with approximate adjusted square footage computations of the Units by calculating the total approximate square footage of each residential unit in uniform relationship to the total approximate square footage of each other residential unit in the Condominium.

2.11 **"Common Surplus"** means the excess of all receipts of the Association collected on behalf of the Association, including, but not limited to, Assessments, rents, profits and revenues on account of the Common Elements, over the amount of Common Expenses.

2.12 **"Condominium Unit"** means a Unit together with the undivided share in the Common Elements which is appurtenant to said Unit; and when the context permits, the term includes all other appurtenances to the Unit.

2.13 **"Condominium Property"** means the land, improvements and other property described in Section 1.2 hereof, subject to the limitations thereof and exclusions therefrom.

(d) Miscellaneous Areas, Equipment. Any fixtures or equipment not located within a Unit (e.g., an air conditioning compressor or hot water heater) serving a Unit or Units exclusively and any area upon/within which such fixtures or equipment are located shall be Limited Common Elements of such Unit(s).

(e) Air Conditioning and Related Equipment. Each Unit's air conditioning equipment that is located on the roof shall be a Limited Common Element of the Unit that it serves. Each Unit Owner shall be solely responsible for the maintenance of his/her Unit's air conditioning equipment. Further, in the event that there is a cooling tower, air conditioning equipment or other equipment serving one or more but not all Units shall be a Limited Common Element of the Unit(s) so served, with the Association to maintain such equipment. In the event that physical changes in the Building result in additional Units being served by such equipment or, in the alternative, Units ceasing to be so served, then the equipment shall be a Limited Common Element appurtenant to the Units added and shall cease to be one to the Units deleted.

(f) Other. Any other portion of the Common Elements which, by its nature, cannot serve all Units but serves one or more Units (other than exterior staircases and walkways not labeled as Limited Common Elements on Exhibit 2 hereto) shall be deemed Limited Common Elements of the Units served. In the event of any doubt or dispute as to whether any portion of the Common Elements constitutes Limited Common Elements or in the event of any question as to which Units are served thereby, a decision shall be made by the Board of Directors and shall be binding and conclusive when so made.

3.4 Easements. The following easements are hereby created (in addition to any easements created under the Act:

(a) Support. Each Unit, the Building and Improvements shall have an easement of support and of necessity under and upon, and shall be subject to an easement of support and necessity in favor of all other Units, the Common Elements, and any other structure or improvement which abuts any Unit, the Building and the Improvements.

(b) Utility and Other Services; Drainage. Easements are reserved under, through and over the Condominium Property as may be required from time to time for utility, cable television, communications and security systems, Life Safety Systems and other services and drainage in order to serve the Condominium. A Unit Owner shall do nothing within or outside his Unit that interferes with or impairs, or may interfere with or impair, the provision of such utility, cable television, communications and security systems, Life Safety Systems, or other service or drainage facilities or the use of these easements. The Board of Directors of the Association or its designee shall have a right of access to each Unit to inspect same, to maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits and other utility, cable television, communications and similar systems, hot water heaters, service and drainage facilities, Life Safety Systems and Common Elements contained in the Unit or elsewhere in the Condominium Property, and to remove any Improvements interfering with or impairing such facilities or easements herein reserved; provided such right of access, except in the event of an emergency, shall not unreasonably interfere with the Unit Owner's permitted use of the Unit, and except in the event of an emergency, entry shall be made on not less than one (1) days' notice (which notice shall not, however, be required if the Unit Owner is absent when the giving of notice is attempted). Drainage systems on the Condominium Property, if any, shall be maintained continuously in good condition by the Association and easements are granted hereby over all Units in favor of all Owners and the Association with respect thereto.

(c) Encroachments. If (a) any portion of the Common Elements encroaches upon any Unit, or Common Area; (b) any Unit (or Limited Common Element appurtenant thereto) encroaches upon any other Unit or upon any portion of the Common Elements or of the Common Areas (c) any Improvements encroach upon Common Elements or Common Areas of the Condominium; or (d) any encroachment shall hereafter occur as a result of (i) construction of the Improvements; (ii) settling or shifting of the Improvements; (iii) any alteration or repair to the Common Elements or Common Areas made by or with the consent of the Association or Developer, as appropriate, or (iv) any repair or restoration of the Improvements (or any portion thereof) or any Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements or

his/her Unit's air conditioning equipment located on the roof. Such roof access easement shall be for the sole and limited purposes described in this subsection of the Declaration.

(h) Additional Easements. The Developer (as long as it owns any Units) and the Association, on their behalf and on behalf of all Unit Owners each of whom hereby appoints the Developer and the Association as its attorney-in-fact for this purpose), each shall have the right to grant such additional general ("blanket") and specific electric, gas or other utility, cable television, security systems, communications or service easements (and appropriate bills of sale for equipment, conduits, pipes, lines and similar installations pertaining thereto), or relocate any such existing easements or drainage facilities, in any portion of the Condominium Property, and to grant access easements or relocate any existing access easements in any portion of the Condominium Property, as the Developer or the Association shall deem necessary or desirable for the proper operation and maintenance of the Improvements, or any portion thereof, or for the general health or welfare of the Unit Owners, or for the purpose of carrying out any provisions of this Declaration, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the Units for dwelling purposes.

(i) Support of Adjacent Structures. In the event that any structure(s) is constructed so as to be connected in any manner to the Building, then there shall be (and there is hereby declared) an easement of support for such structure(s) as well as for the installation, maintenance, repair and replacement of all utility lines and equipment serving the adjacent structure which are necessarily or conveniently located within the Condominium Property (provided that the use of this easement shall not unreasonably interfere with the structure, operation or use of the Condominium Property or the Building).

(j) Divider Walls. The wall separating the Unit of one Owner from the Unit of a vertically or horizontally adjoining Owner shall be referred to as a "divider wall". A divider wall shall not be removed or constructed by an Owner, except as provided in this subsection. In the event a Unit Owner acquires an adjacent Unit and a divider wall is no longer intended to completely separate the adjoining Units, the Owner may remove the divider wall or construct or cause to be constructed a doorway or passageway between the adjoining Units (and an easement is hereby reserved and granted for such purpose) but only after having obtained all required governmental approvals. The removal of the divider wall or the construction of such doorway or passageway shall be at the sole cost and expense of the Owner performing same and such removal or construction shall not diminish, or in any way impair, the structural integrity or soundness of the Building. When title to adjoining Units (which do not then share a complete divider wall) shall vest in two individuals or entities who thereupon become vertically or horizontally adjoining Unit Owners, then the Owners of such adjoining Units, acting together, must construct, sharing the costs and expenses therefor equally, a divider wall to completely or partially separate said adjoining Units. A divider wall may not be constructed or erected, however, until the review (at the expense of the Unit Owner) and consent of the Association and until all governmental approvals, as aforesaid, have been obtained. Any such construction shall be effected at the expense of the Owner(s) performing same and in accordance with the plans and specifications for construction. In no event may a divider wall be constructed if the structural soundness of the Building may in any way be affected thereby. That part of the divider wall located within the boundary of the Unit shall be part of the Unit. Adjoining Units which share a divider wall shall have a cross-easement of support in the portion of the divider wall not located within the boundary of the Unit. Maintenance and repair of the divider wall shall be accomplished by the appropriate Owners. Each Owner shall be responsible for any damage caused to a divider wall by its negligent or intentional acts or the negligent or intentional acts of its employees or agents, and the cost of said repair shall be the specific obligation of that Owner. The construction or removal of divider walls as provided for in this subsection shall not be deemed to have changed the configuration or size of any Unit.

(k) Limited Common Elements. The Board of Directors of the Association or its designee shall have a right of access to each Limited Common Element at reasonable times to inspect same, to maintain, and/or clean same and/or to access and/or inspect, maintain, repair and/or clean the Common Elements contained in the Limited Common Element or elsewhere in the Condominium Property, and to remove any Improvements interfering with or impairing such facilities; provided such right of access, except in the event of an emergency, shall not unreasonably interfere with the Unit Owner's permitted use of the Limited Common Element, and except in the event of an emergency, entry shall be made on not less than one (1) days' notice

majority of the total voting interests of the Condominium must approve of such changes, unless such changes are required by a governmental entity, in which case no approval shall be required.

9.3 Life Safety Systems. No Unit Owner shall make any additions, alterations or improvements to the Life Safety Systems, and/or to any other portion of the Condominium Property which may impair the Life Safety Systems or access to the Life Safety Systems, without first receiving the prior written approval of the Board. In that regard, no lock, chain or other device or combination thereof shall be installed or maintained at any time on or in connection with any door on which panic hardware or fire exit hardware is required. Stairwell identification and emergency signage shall not be altered or removed by any Unit Owner whatsoever. No barrier including, but not limited to personalty, shall impede the free movement of ingress and egress to and from all emergency ingress and egress passageways.

10 Changes in Developer-Owned Units. Without limiting the generality of the provisions of paragraph 9.2 above, and anything to the contrary notwithstanding, the Developer shall have the right, without the vote or consent of the Association or Unit Owners, to (i) make alterations, additions or improvements in, to and upon Units owned by the Developer, whether structural or non-structural, interior or exterior, ordinary or extraordinary; and (ii) change the layout or number of rooms in any Developer-owned Units. Any amendments to this Declaration required by actions taken pursuant to this paragraph 10 may be effected by the Developer alone. Without limiting the generality of Section 6.4 hereof, the provisions of this Section may not be added to, amended or deleted without the prior written consent of the Developer. However, if any of the foregoing would change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to the Unit, or change the proportion or percentage by which the Unit Owner shares the common expenses of the Condominium and owns the Common Surplus of the Condominium, then the record owners of the unit(s) directly affected by such changes and all the record owners of liens on the unit (whose consent shall not be unreasonably withheld) must consent to such changes and at least a majority of the total voting interests of the Condominium must approve of such changes, unless such changes are required by a governmental entity, in which case no approval shall be required.

11 Operation of the Condominium by the Association; Powers and Duties.

11.1 Powers and Duties. The Association shall be the entity responsible for the operation of the Condominium. The powers and duties of the Association shall include those set forth in the By-Laws and Articles of Incorporation of the Association, as amended from time to time. The affairs of the Association shall be governed by a Board of not less than three (3) nor more than five (5) directors. Directors must be natural persons who are 18 years of age or older. Co-owners of a unit may not serve as members of the Board at the same time unless they own more than one Unit or unless there are not enough eligible candidates to fill the vacancies on the Board at the time of the vacancy. A person who has been suspended or removed by the Division, or who is delinquent in the payment of any fee or assessment as provided below in this paragraph, is not eligible for Board membership. A person who has been convicted of any felony in the State of Florida or in a United States District or Territorial Court, or who has been convicted of any offense in another jurisdiction that would be considered a felony if committed in the State of Florida, is not eligible for Board membership unless such felon's civil rights have been restored for a period of no less than 5 years as of the date on which such person seeks election to the Board. The validity of an action by the Board is not affected if it is later determined that a member of the Board is ineligible for board membership due to having been convicted of a felony. A director or officer more than 90 days delinquent in the payment of regular assessments shall be deemed to have abandoned the office, creating a vacancy in the office to be filled according to law. In addition, the Association shall have all the powers and duties set forth in the Act, as well as all powers and duties granted to or imposed upon it by this Declaration, including, without limitation:

(a) The irrevocable right to have access to each Unit and the Limited Common Elements from time to time during reasonable hours as may be necessary for pest control purposes and for the maintenance, repair or replacement of any Common Elements therein, or at any time and by force, if necessary, for making emergency repairs therein necessary to prevent damage to the Common Elements or to any other Unit or Units, including, without limitation, (but without obligation or duty) to install and/or close hurricane shutters in the event

IN WITNESS WHEREOF, the Developer has caused this Declaration to be duly executed and its corporate seal to be hereunto affixed this 31 day October, 2016

AQUALUNA LAS OLAS, LLC,
a Florida limited liability company

By Aqualuna Managing Member, LLC,
a Florida limited liability company, as
Managing Member

Signed in the presence of:

By Aqualuna / JFR Member, LLC,
a Florida limited liability company

By: [Signature]
Jean Francois Roy, Manager

By Aqualuna / DJE Member, LLC,
a Florida limited liability company

By: [Signature]
Dennis J. Hisinger, Manager

[Signature]
Danielle Victory
[Signature]
Grace Rodriguez

[Signature]
Danielle Victory
[Signature]
Grace Rodriguez

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

BEFORE ME, personally appeared Jean Francois Roy, as Manager, and Dennis J. Hisinger, as Manager, who after being first duly sworn, deposes and states that they have executed the foregoing on behalf of Aqualuna Las Olas, LLC. They presented _____ as identification, or are personally known to me.

SWORN TO AND SUBSCRIBED before me this 31 day of October, 2016.



[Signature]
NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

**JOINDER AND CONSENT OF MORTGAGEE
TO DECLARATION OF CONDOMINIUM FOR
AQUALUNA LAS OLAS, A CONDOMINIUM**


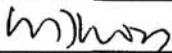
Broward Bank of Commerce n/k/a Centennial Bank, (the "Mortgagee"), the owner and holder of a Mortgage dated December 23, 2013, and recorded December 27, 2013, in Official Records Book 50436, Page 1718, as modified by Modification of Mortgage and Note Agreement dated August 24, 2014, recorded on August 26, 2014, in Official Records Book 51043, Page 520, as further modified by Second Modification of Mortgage and Note Agreement dated April 27, 2015, recorded April 30, 2015, under Instrument No. 112959822, as further modified by Third Modification of Mortgage and Note Agreement dated May 6, 2016, recorded May 10, 2016, recorded under Instrument No. 113685039, all of the Public Records of Broward County, Florida, hereby joins in to the execution of, and consents, to the Declaration of Condominium of Aqualuna Las Olas, A Condominium.


Nothing contained herein shall be deemed to or in any way limit or affect the Mortgage held by the Mortgagee or the priority of the lien created thereby and the sole purpose of this Joinder and Consent is to acknowledge the consent of the Mortgagee to the aforesaid Declaration of Condominium.

This instrument is executed and delivered by the undersigned pursuant to and for the purpose of complying with §718.104(3), Florida Statutes.

Witnesses:


CENTENNIAL BANK


Print Name: STEVE MILLER

Print Name: MARION THOMPSON

By: 
Print Name: HOWARD ZUSMAN
Title: REG. EXEC. VICE PRES.

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 21 day of JULY, 2016, by HOWARD ZUSMAN, as REG. EXEC. VICE PRES. of Centennial Bank. He is ☒ personally known to me or () has produced _____, as identification.


NOTARY PUBLIC

My commission expires:

STEVE M. MILLER
Notary Public - State of Florida
Commission # FF936680
My Commission Exp. Nov. 16, 2019

LEGAL DESCRIPTION

LOTS 54, 55, 56 and the North 20 feet of Lot 57, of Island No. 4 Nurmi Isles,
according to the Plat thereof, as recorded in Plat Book 24, Page 43, of the Public
Records of Broward County, Florida.

TAX ID FOLIO NUMBERS

(For all parcels in development)

20 ISLE OF VENICE

504212CN0010

504212CN0020

504212CN0050

504212CN0060

504212CN0090

504212CN0100

504212CN0130

504212CN0140

30 ISLE OF VENICE

504212CN0030

504212CN0040

504212CN0070

504212CN0080

504212CN0110

504212CN0120

504212CN0150

504212CN0160

675511

OFF REC 487-118

EASEMENT

THIS INDENTURE, made this 2nd day of November, A.D. 1955, by and between NURMI ISLES DEVELOPMENT, INC., a corporation existing under the laws of the State of Florida, having its principal place of business in the County of Broward and State of Florida, hereinafter called the Grantor, and CITY OF FORT LAUDERDALE, a municipal corporation of Florida, City Hall, Fort Lauderdale, Broward County, Florida, hereinafter referred to as Grantee;

WITNESSETH, that for and in consideration of the sum of One Dollar (\$1.00), paid by the Grantee to the Grantor, receipt of which is hereby acknowledged, and other good and valuable considerations, the Grantor hereby grants unto the Grantee, its successors and assigns, full and free right and authority to lay, operate and maintain such storm sewer drainage pipes as Grantee may deem necessary along, through, in and under that certain strip or parcel of land situate, lying and being in Fort Lauderdale, Broward County, Florida, described as follows:

The South (S) Six (6) feet of Lot Fifty-five (55), Island No. 4, NURMI ISLES, as recorded in Plat Book 24, page 43, of the Public Records of Broward County, Florida,

such strip of land being shown and delineated upon a sketch, prepared by the Office of the City Engineer, Fort Lauderdale, Florida, copy of which is attached hereto.

IT IS COVENANTED AND AGREED between the parties that the Grantee herein shall have the right and privilege of using so much of said strip of land as is necessary in the laying down and maintaining of said storm sewer drainage pipes, with the right to enter into and upon said lands from time to time as necessary for the purpose of maintaining, repairing, removing or inspecting same. The cost of installing, maintaining and repairing such public works shall be paid by the Grantee, and in the event it is necessary to make any excavation, the surface of the land will be replaced in as good condition as it was prior to said excavations.

NOTHING herein contained shall be construed to prohibit the Grantor from retaining control of the surface of such land, planting grass, shrubbery thereon, or otherwise using same, except that no substantial building shall be built across such strip of land, or anything done to interfere with the laying or maintaining of such public works.

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

IN WITNESS WHEREOF, the Grantor has caused these presents to be signed in its name by its President, and its corporate seal to be affixed, attested by its Secretary the day and year first above written.

Attest:

Blanche E. Nurmi
Secretary

NURMI ISLES DEVELOPMENT, INC.

By

[Signature]
President

[Signature]
City of Fort Lauderdale

OFF 487 PAGE 119
REC

Easement South six feet of
Lot 55, Island No. 4,
Nurmi Isles.

Page two

STATE OF FLORIDA

COUNTY OF BROWARD

I HEREBY CERTIFY, that on this 22nd day of November
A.D. 1955, before me personally appeared VICTOR NURMI and BLANCHE
E. NURMI, respectively President and Secretary of NURMI ISLES
DEVELOPMENT, INC., a corporation under the laws of the State of
Florida, to me known to be the individuals and officers described
in and who executed the foregoing conveyance, and severally
acknowledged the execution thereof to be their free act and deed
as such officers thereunto duly authorized; and that the official
seal of said corporation is duly affixed thereto, and the said
conveyance is the act and deed of said corporation.

WITNESS my hand and official seal at Fort Lauderdale, in
the State and County aforesaid, this 22nd day of
November, A.D. 1955.

VICTOR NURMI IS ALSO KNOWN AS V. NURMI.

Quinn B. Hansen
Notary Public, State of Florida at Large
My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires March 28, 1959
Bonded to American Fidelity & Guaranty Co.

REC 487 120

OF VENICE

ISLAND 74
NUM. ISLES

PROPOSED STORM DRAIN EXTENSION

N

Legat. District 15
The South Side of the
LA 55 14th St. N. Ave. N.
1200 as indicated by the
24 Page 43 of the 1950 Map
of Broward County, Fla.

CITY OF FORT LAUDERDALE, FLORIDA

FRANK H. MARKS
CITY ENGINEER

PROPOSED
STORM DRAIN
EVA 5/14/78
PROJ 150-110

DRAWN BY	DATE
CITY ENGINEER	FILED
CHECKED BY	DATE



January 8, 2015

From: Brandon M Spirk
Project Manager
Ocean Land Investments
1800 Las Olas Blvd.
Ft. Lauderdale, FL 33301

To: Kero Olivares
AT&T DBA BellSouth
8601 W. Sunrise Blvd.,
Plantation, FL 33322

RE: PETITIONER / OWNER INTENT TO VACATE TWO 6' DRAINAGE EASEMENTS (SEE ATTACHED SKETCHES AND LEGAL DESCRIPTIONS) FOUND IN SECTION S12, TOWNSHIP T50S, RANGE R42E AND MUNICIPALITY OF FT. LAUDERDALE (20 & 30 ISLE OF VENICE DRIVE)

The undersigned intends to submit Applications for Vacation and Abandonment to Broward County Board of County Commissioners for the referenced properties located within the boundaries of referenced municipality.

Please complete the following, and return the signed and dated form to the Petitioner referenced above.

1. ☐ We have no objection to the vacations
2. ☐ We have no objection to the vacations if the following is satisfied:

3. ☒ We have no objection as follows: ANY RELOCATION OF AT&T FACILITIES
WILL BE AT CUSTOMER'S EXPENSE AND AS COORDINATED WITH AT&T

Completed by: KERO OLIVARES, MANAGE OSP PLNG Date: 1/12/15
(Print name and Title) & DESIGN ENGRG
8601 W SUNRISE BLVD PLANTATION, FL 33322
(Print Address)
(954) 423-6195
(Print Contact Information)

Attachments: Sketches and Legal Descriptions



McLAUGHLIN ENGINEERING COMPANY
LB#285

ENGINEERING * SURVEYING * PLATTING * LAND PLANNING
400 N.E. 3rd AVENUE FORT LAUDERDALE, FLORIDA 33301
PHONE (954) 763-7611 * FAX (954) 763-7615

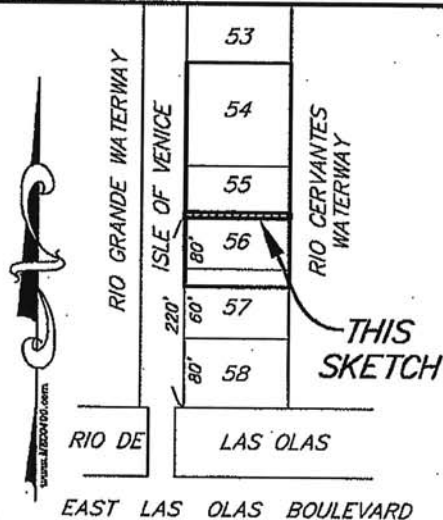
SCALE 1" = 20'

**SKETCH AND DESCRIPTION
TO ACCOMPANY VACATION PETITION
6' DRAINAGE EASEMENT
LOT 55, ISLAND NO. 4, NURMI ISLES
(PLAT BOOK 24, PAGE 43, B.C.R.)**

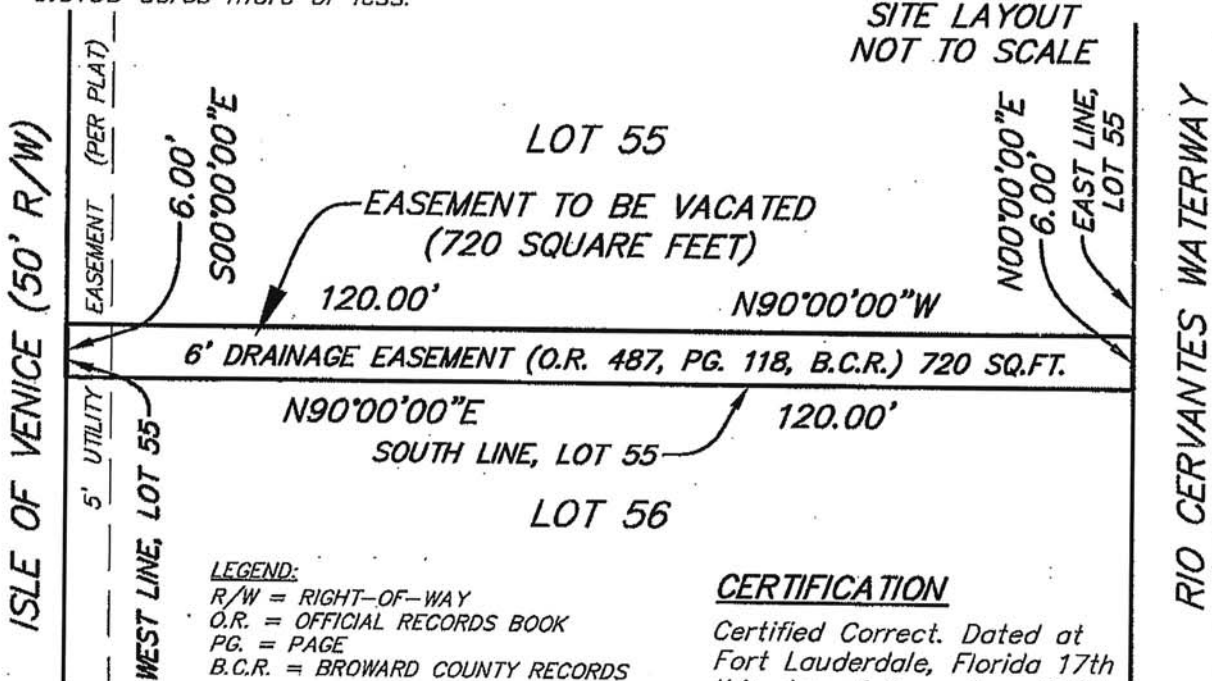
LEGAL DESCRIPTION:

The South 5.00 feet of Lot 55, ISLAND NO. 4, NURMI ISLES, according to the plat thereof, as recorded in Plat Book 24, Page 43, of the public records of Broward County, Florida.

Said lands situate, lying and being in, Broward County, Florida and containing 720 square feet or 0.0165 acres more or less.



**SITE LAYOUT
NOT TO SCALE**



LEGEND:

R/W = RIGHT-OF-WAY
O.R. = OFFICIAL RECORDS BOOK
PG. = PAGE
B.C.R. = BROWARD COUNTY RECORDS

CERTIFICATION

Certified Correct. Dated at
Fort Lauderdale, Florida 17th
this day of December, 2014.

NOTES:

- 1) This sketch reflects all easements and rights-of-way, as shown on above referenced record plat(s). The subject property was not abstracted for other easements road reservations or rights-of-way of record by McLaughlin Engineering Company.
- 2) Legal description prepared by McLaughlin Engineering Co.
- 3) This drawing is not valid unless sealed with an embossed surveyors seal.
- 4) THIS IS NOT A BOUNDARY SURVEY.
- 5) Bearings shown assume the West line of said Lot 55, as South 00°00'00" East.

McLAUGHLIN ENGINEERING COMPANY

JERALD A. McLAUGHLIN
Registered Land Surveyor No. 5269
State of Florida.

FIELD BOOK NO. _____

DRAWN BY: JMMjr

JOB ORDER NO. U-9850

CHECKED BY: _____

REF. DWG.: 13-3-070

C: JMMjr/2014/U9850 (VACATION)



McLAUGHLIN ENGINEERING COMPANY
LB#285

ENGINEERING * SURVEYING * PLATTING * LAND PLANNING
400 N.E. 3rd AVENUE FORT LAUDERDALE, FLORIDA 33301
PHONE (954) 763-7611 * FAX (954) 763-7615

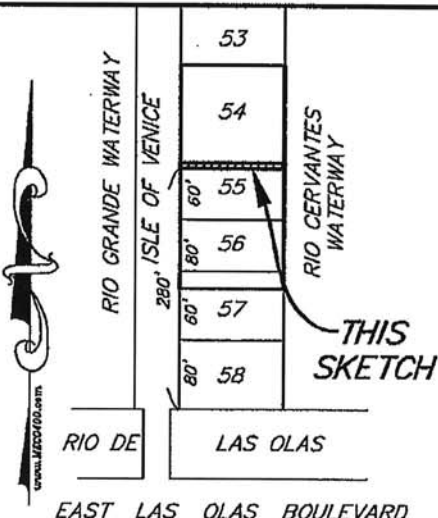
SCALE 1" = 20'

**SKETCH AND DESCRIPTION
TO ACCOMPANY VACATION PETITION
6' DRAINAGE EASEMENT
LOT 54, ISLAND NO. 4, NURMI ISLES
(PLAT BOOK 24, PAGE 43, B.C.R.)**

LEGAL DESCRIPTION:

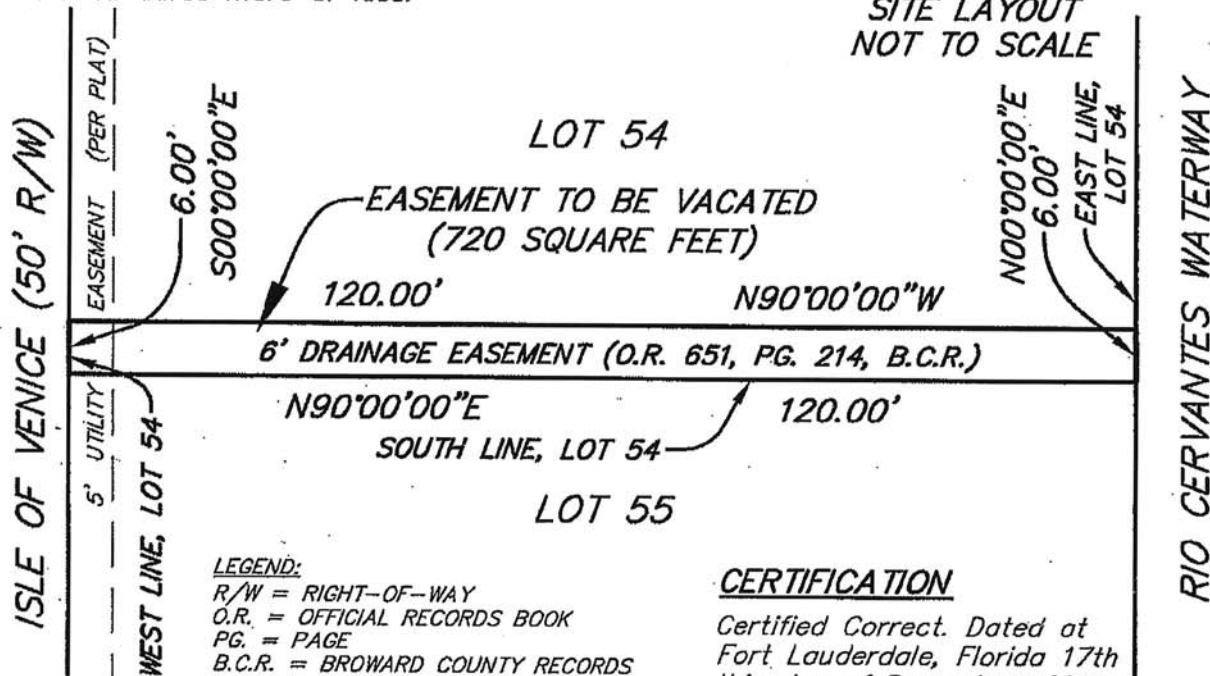
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Said lands situate, lying and being in, Broward County, Florida and containing 720 square feet or 0.0165 acres more or less.



EAST LAS OLAS BOULEVARD

**SITE LAYOUT
NOT TO SCALE**



LEGEND:

R/W = RIGHT-OF-WAY
O.R. = OFFICIAL RECORDS BOOK
PG. = PAGE
B.C.R. = BROWARD COUNTY RECORDS

CERTIFICATION

Certified Correct. Dated at
Fort Lauderdale, Florida 17th
this day of December, 2014.

McLAUGHLIN ENGINEERING COMPANY

JERALD A. McLAUGHLIN
Registered Land Surveyor No. 5269
State of Florida.

NOTES:

- 1) This sketch reflects all easements and rights-of-way, as shown on above referenced record plat(s). The subject property was not abstracted for other easements road reservations or rights-of-way of record by McLaughlin Engineering Company.
- 2) Legal description prepared by McLaughlin Engineering Co.
- 3) This drawing is not valid unless sealed with an embossed surveyors seal.
- 4) THIS IS NOT A BOUNDARY SURVEY.
- 5) Bearings shown assume the West line of said Lot 54, as South 00°00'00" East.

FIELD BOOK NO. _____

DRAWN BY: JMMjr

JOB ORDER NO. U-9850

CHECKED BY: _____

REF. DWG.: 13-3-070

C: \JMMjr\2014\U9850 (VACATION)



January 6, 2015

From: Brandon M Spirk
Project Manager
Ocean Land Investments
1800 Las Olas Blvd.
Ft. Lauderdale, FL 33301

To: Diana Christie
Broward County Water & Wastewater Division
2555 West Copans Road
Pompano Beach, FL 33069

RE: PETITIONER / OWNER INTENT TO VACATE TWO 6' DRAINAGE EASEMENTS (SEE ATTACHED SKETCHES AND LEGAL DESCRIPTIONS) FOUND IN SECTION S12, TOWNSHIP T50S, RANGE R42E AND MUNICIPALITY OF FT. LAUDERDALE (20 & 30 ISLE OF VENICE DRIVE)

The undersigned intends to submit Applications for Vacation and Abandonment to Broward County Board of County Commissioners for the referenced properties located within the boundaries of referenced municipality.

Please complete the following, and return the signed and dated form to the Petitioner referenced above.

1. ☐ We have no objection to the vacations
2. ☐ We have no objection to the vacations if the following is satisfied:

3. ☒ We have no objection as follows: These easements
are not within our area of responsibility.

Completed by: Jeremy Seiden, P.E. Date: 1/8/15
(Print name and Title) Eng 3
2555 W Copans Rd
(Print Address)
Pompano Beach, FL
(Print Contact Information)

954-831-0799
jseiden@broward.org

Attachments: Sketches and Legal Descriptions



McLAUGHLIN ENGINEERING COMPANY

LB#285

ENGINEERING * SURVEYING * PLATTING * LAND PLANNING
400 N.E. 3rd AVENUE FORT LAUDERDALE, FLORIDA 33301
PHONE (954) 763-7611 * FAX (954) 763-7615

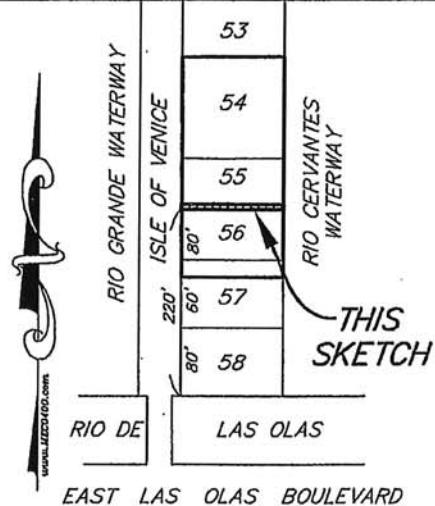
SCALE 1" = 20'

SKETCH AND DESCRIPTION TO ACCOMPANY VACATION PETITION 6' DRAINAGE EASEMENT LOT 55, ISLAND NO. 4, NURMI ISLES (PLAT BOOK 24, PAGE 43, B.C.R.)

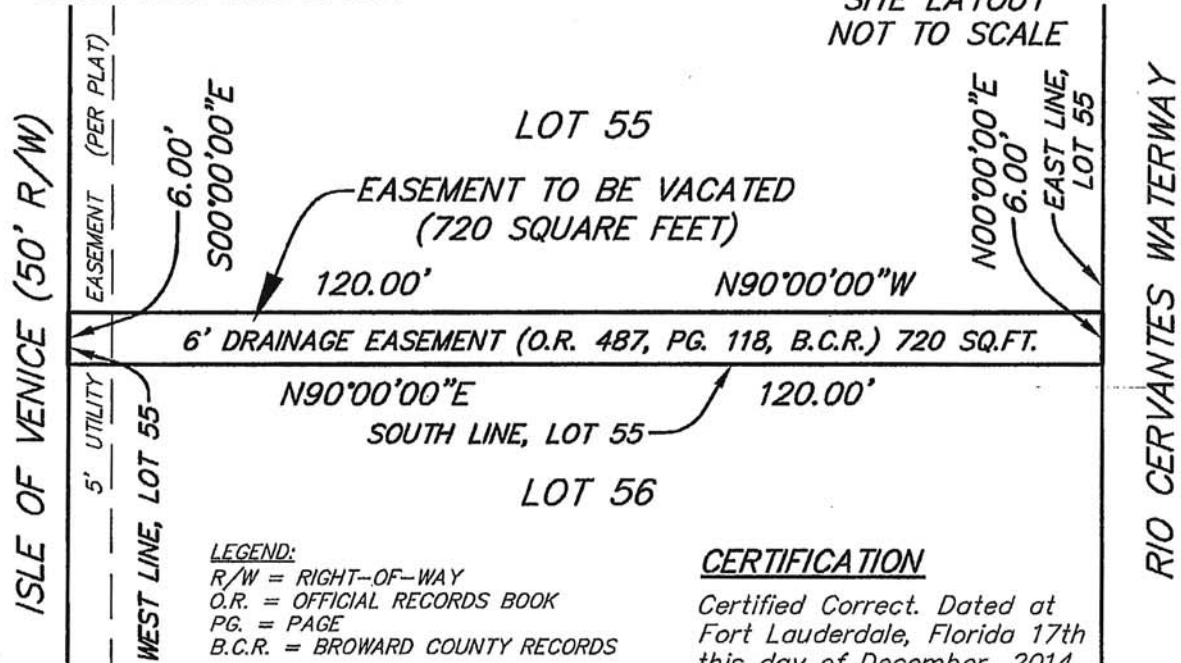
LEGAL DESCRIPTION:

The South 5.00 feet of Lot 55, ISLAND NO. 4, NURMI ISLES, according to the plat thereof, as recorded in Plat Book 24, Page 43, of the public records of Broward County, Florida.

Said lands situate, lying and being in, Broward County, Florida and containing 720 square feet or 0.0165 acres more or less.



SITE LAYOUT NOT TO SCALE



LEGEND:

R/W = RIGHT-OF-WAY
O.R. = OFFICIAL RECORDS BOOK
PG. = PAGE
B.C.R. = BROWARD COUNTY RECORDS

CERTIFICATION

Certified Correct. Dated at
Fort Lauderdale, Florida 17th
this day of December, 2014.

NOTES:

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- 2) Legal description prepared by McLaughlin Engineering Co.
- 3) This drawing is not valid unless sealed with an embossed surveyors seal.
- 4) THIS IS NOT A BOUNDARY SURVEY.
- 5) Bearings shown assume the West line of said Lot 55, as South 00°00'00" East.

McLAUGHLIN ENGINEERING COMPANY

JERALD A. McLAUGHLIN
Registered Land Surveyor No. 5269
State of Florida.

FIELD BOOK NO. _____

DRAWN BY: JMMjr _____

JOB ORDER NO. U-9850 _____

CHECKED BY: _____

REF. DWG.: 13-3-070

C: JMMjr/2014/U9850 (VACATION)



McLAUGHLIN ENGINEERING COMPANY
LB#285

ENGINEERING * SURVEYING * PLATTING * LAND PLANNING
400 N.E. 3rd AVENUE FORT LAUDERDALE, FLORIDA 33301
PHONE (954) 763-7611 * FAX (954) 763-7615

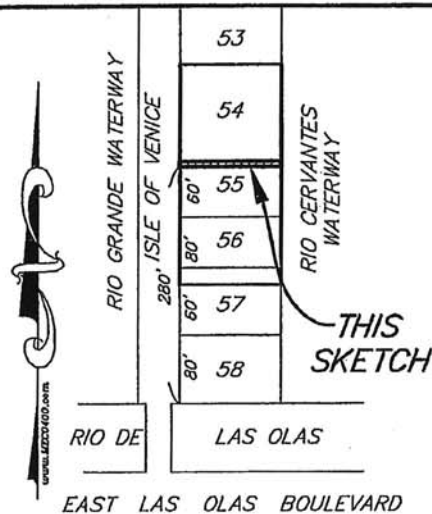
SCALE 1" = 20'

SKETCH AND DESCRIPTION
TO ACCOMPANY VACATION PETITION
6' DRAINAGE EASEMENT
LOT 54, ISLAND NO. 4, NURMI ISLES.
(PLAT BOOK 24, PAGE 43, B.C.R.)

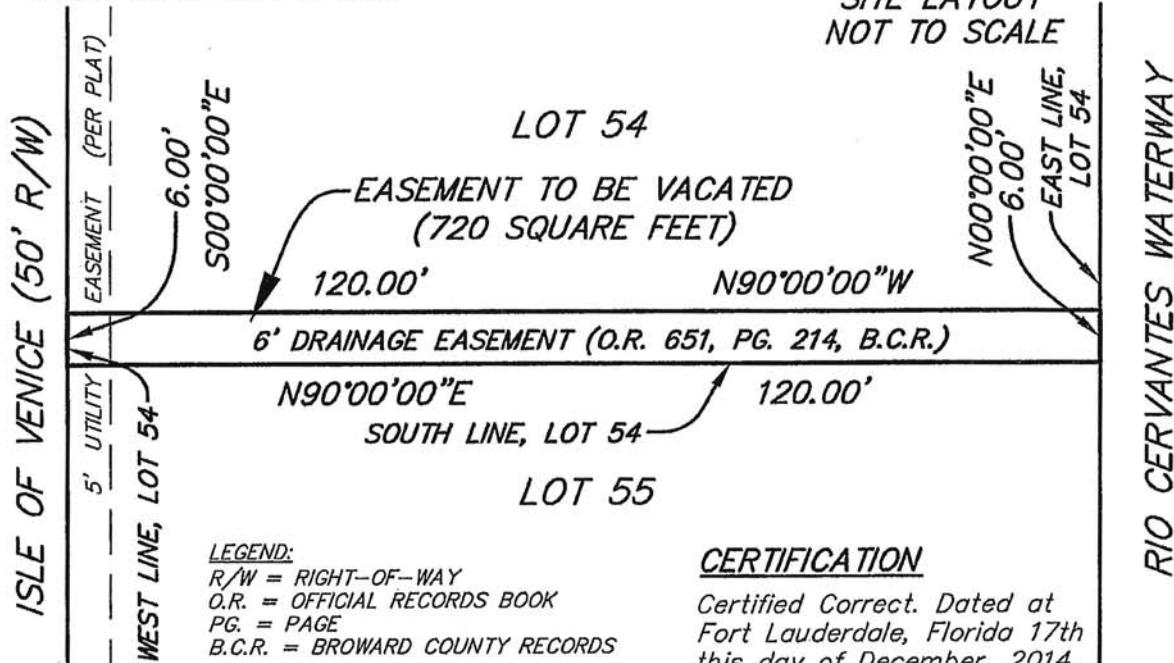
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McLAUGHLIN ENGINEERING COMPANY

JERALD A. McLAUGHLIN
Registered Land Surveyor No. 5269
State of Florida.

FIELD BOOK NO. _____

DRAWN BY: JMMjr

JOB ORDER NO. U-9850

CHECKED BY: _____

REF. DWG.: 13-3-070

C: JMMjr/2014/U9850 (VACATION)



January 7, 2015

From: Brandon M Spirk
Project Manager
Ocean Land Investments
1800 Las Olas Blvd.
Ft. Lauderdale, FL 33301

To: Alex Scheffer
Department of Sustainable Development
700 NW 19th Avenue
Fort Lauderdale, FL 33311

RE: PETITIONER / OWNER INTENT TO VACATE TWO 6' DRAINAGE EASEMENTS (SEE ATTACHED SKETCHES AND LEGAL DESCRIPTIONS) FOUND IN SECTION S12, TOWNSHIP T50S, RANGE R42E AND MUNICIPALITY OF FT. LAUDERDALE (20 & 30 ISLE OF VENICE DRIVE)

The undersigned intends to submit Applications for Vacation and Abandonment to Broward County Board of County Commissioners for the referenced properties located within the boundaries of referenced municipality.

Please complete the following, and return the signed and dated form to the Petitioner referenced above.

1. ☐ We have no objection to the vacations
2. ☒ We have no objection to the vacations if the following is satisfied:
DRC & City Commission Resolution approval required prior to vacation.
3. ☐ We have no objection as follows:

Completed by: Alex Scheffer, PE - Urban Design Engineer
(Print name and Title)
700 NW 19th Avenue, Fort Lauderdale, FL 33311
(Print Address)
ascheffer@fortlauderdale.gov (954) 828-5123
(Print Contact Information)

AS Date: 1/8/15

Attachments: Sketches and Legal Descriptions



McLAUGHLIN ENGINEERING COMPANY
LB#285

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400 N.E. 3rd AVENUE FORT LAUDERDALE, FLORIDA 33301
PHONE (954) 763-7611 * FAX (954) 763-7615

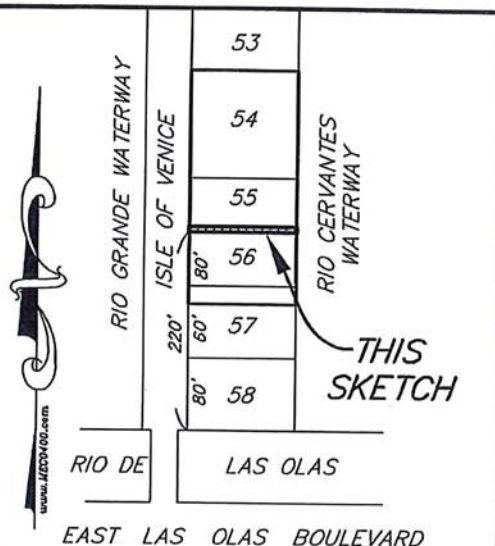
SCALE 1" = 20'

SKETCH AND DESCRIPTION
TO ACCOMPANY VACATION PETITION
6' DRAINAGE EASEMENT
LOT 55, ISLAND NO. 4, NURMI ISLES
(PLAT BOOK 24, PAGE 43, B.C.R.)

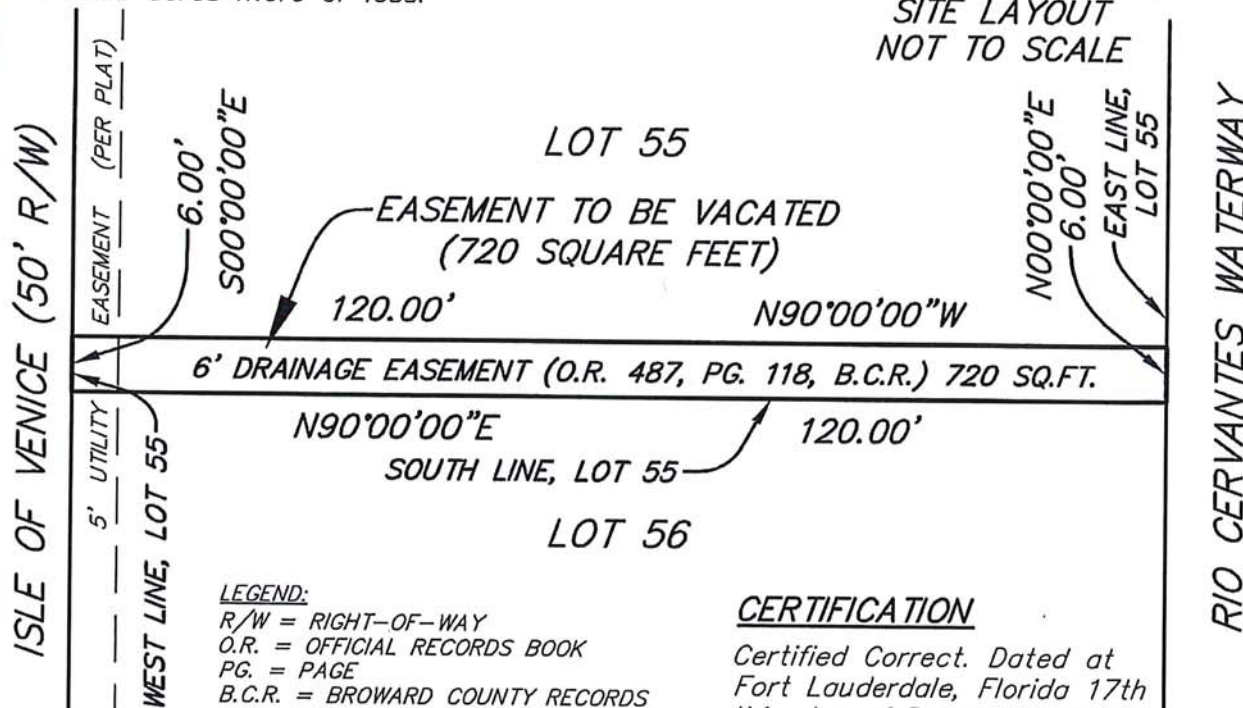
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Fort Lauderdale, Florida 17th
this day of December, 2014.

McLAUGHLIN ENGINEERING COMPANY

JERALD A. McLAUGHLIN
Registered Land Surveyor No. 5269
State of Florida.

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FIELD BOOK NO. _____

DRAWN BY: JMMjr

JOB ORDER NO. U-9850

CHECKED BY: _____

REF. DWG.: 13-3-070

C: \JMMjr\2014\U9850 (VACATION)



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LB#285

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PHONE (954) 763-7611 * FAX (954) 763-7615

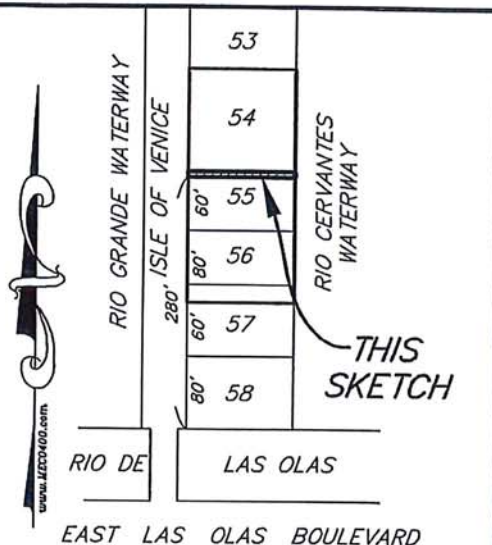
SCALE 1" = 20'

SKETCH AND DESCRIPTION
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LOT 54, ISLAND NO. 4, NURMI ISLES
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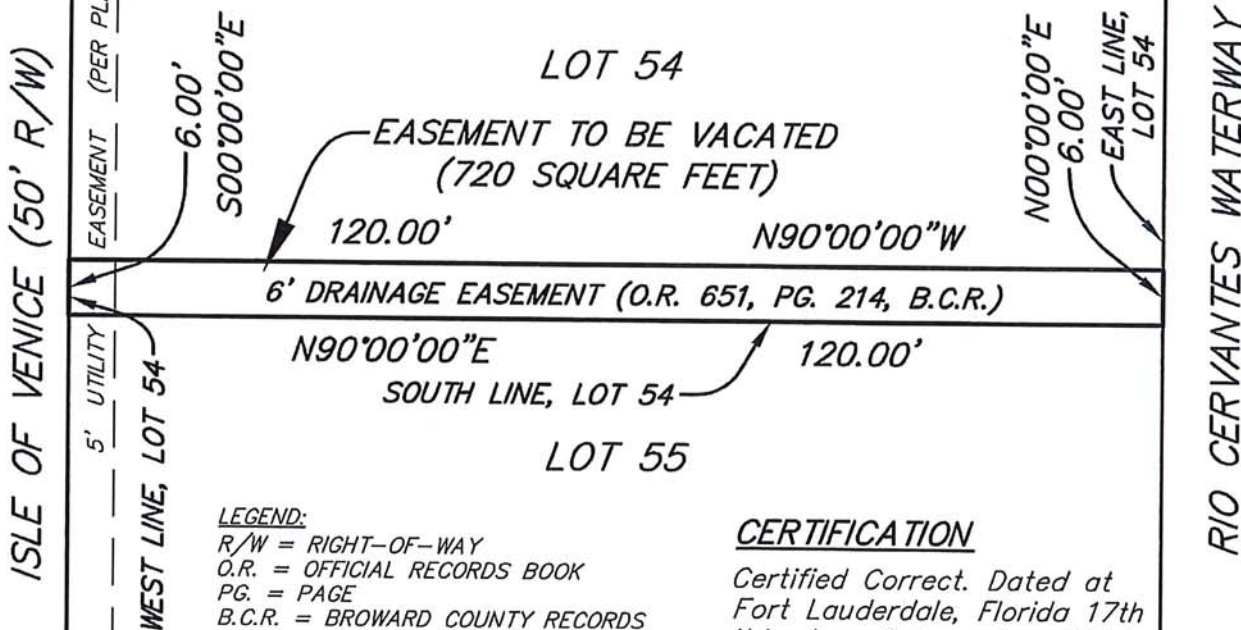
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FIELD BOOK NO. _____

DRAWN BY: JMMjr _____

JOB ORDER NO. U-9850 _____

CHECKED BY: _____

REF. DWG.: 13-3-070

C: \JMMjr\2014\U9850 (VACATION)



Florida Power & Light Company

January 12, 2015

Brandon M. Spirk
Project Manager
Ocean Land Investments
1800 Las Olas Blvd
Ft. Lauderdale, FL 33301

Re: Vacate 2 – 6' Drainage Easement found in Section S12, Township T50S, Range R42E
and Municipality of Ft. Lauderdale (20 & 30 Isle of Venice Drive)

Dear Brandon:

This is to advise you that FPL have no objection to the plans you submitted for the above mentioned project.

Should you have any questions, please call me at (954) 717-2148.

Sincerely,



Tim Doe
Project Manager



January 6, 2015

From: Brandon M Spirk
Project Manager
Ocean Land Investments
1800 Las Olas Blvd.
Ft. Lauderdale, FL 33301

To: Kathy Massey
South Florida Water Management District
P.O. Box 24680
West Palm Beach, FL 33416

RE: PETITIONER / OWNER INTENT TO VACATE TWO 6' DRAINAGE EASEMENTS (SEE ATTACHED SKETCHES AND LEGAL DESCRIPTIONS) FOUND IN SECTION S12, TOWNSHIP T50S, RANGE R42E AND MUNICIPALITY OF FT. LAUDERDALE (20 & 30 ISLE OF VENICE DRIVE)

The undersigned intends to submit Applications for Vacation and Abandonment to Broward County Board of County Commissioners for the referenced properties located within the boundaries of referenced municipality.

Please complete the following, and return the signed and dated form to the Petitioner referenced above.

1. X We have no objection to the vacations

2. We have no objection to the vacations if the following is satisfied:

3. We have no objection as follows: _____


Completed by: Marcy Zehnder, Section Leader Date: 1/9/15
(Print name and Title)

3301 Gun Club Road, West Palm Beach, Florida 33406
(Print Address)

South Florida Water Management District, Real Estate Management Section
(Print Contact Information)

(561) 682-6694, mzehnder@sfwmd.gov

Attachments: Sketches and Legal Descriptions

 Marcy A.
Zehnder
2015.01.09
17:03:45 -05'00'



McLAUGHLIN ENGINEERING COMPANY

LB#285

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400 N.E. 3rd AVENUE FORT LAUDERDALE, FLORIDA 33301
PHONE (954) 763-7611 * FAX (954) 763-7615

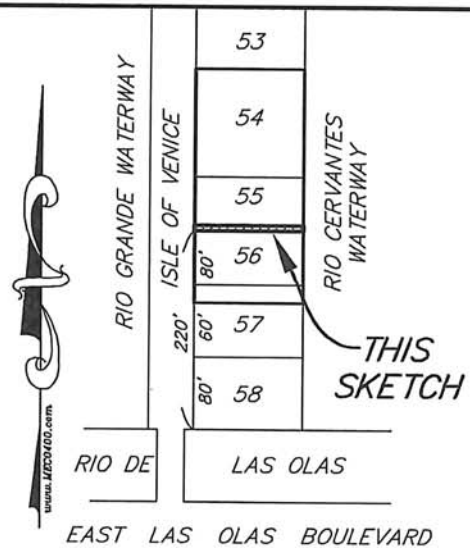
SCALE 1" = 20'

SKETCH AND DESCRIPTION TO ACCOMPANY VACATION PETITION 6' DRAINAGE EASEMENT LOT 55, ISLAND NO. 4, NURMI ISLES (PLAT BOOK 24, PAGE 43, B.C.R.)

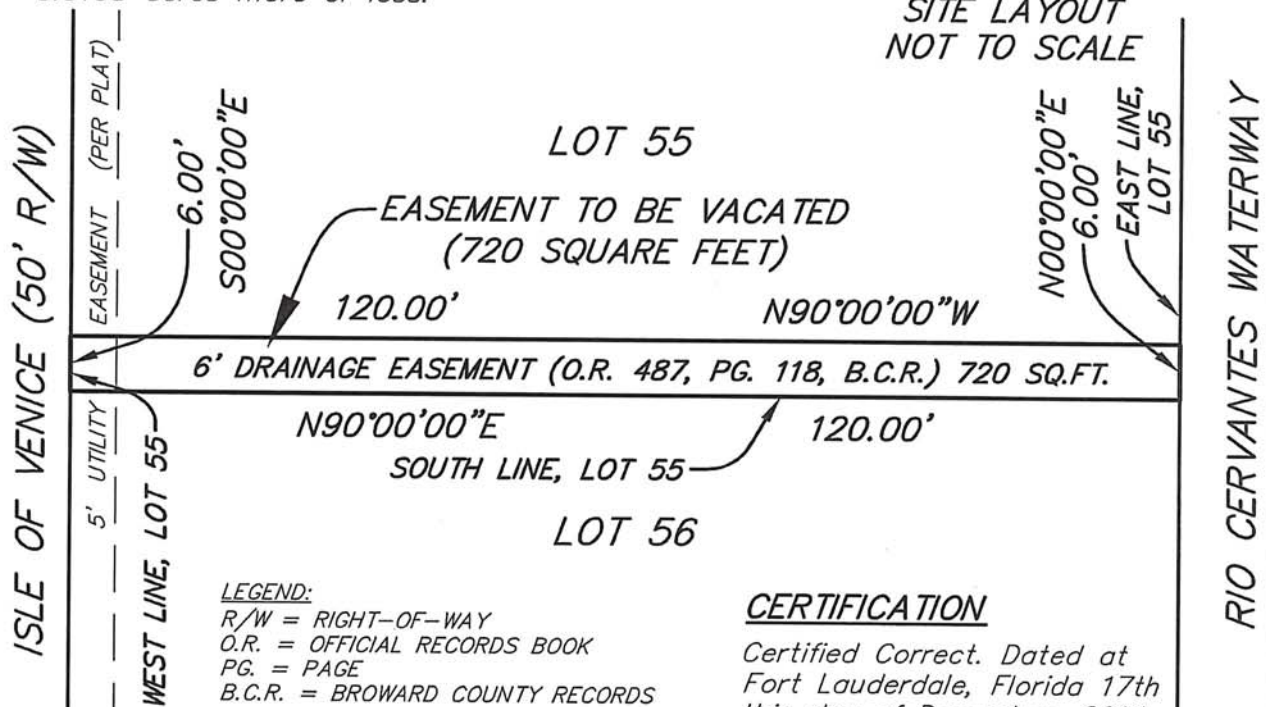
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McLAUGHLIN ENGINEERING COMPANY

JERALD A. McLAUGHLIN
Registered Land Surveyor No. 5269
State of Florida.

FIELD BOOK NO. _____

DRAWN BY: JMMjr _____

JOB ORDER NO. U-9850 _____

CHECKED BY: _____

REF. DWG.: 13-3-070

C: \JMMjr\2014\U9850 (VACATION)



McLAUGHLIN ENGINEERING COMPANY

LB#285

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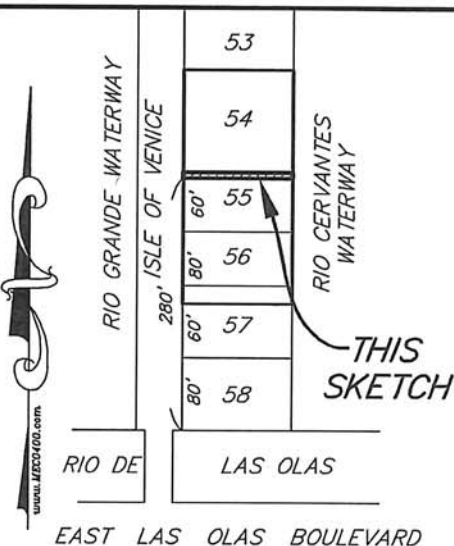
SCALE 1" = 20'

SKETCH AND DESCRIPTION TO ACCOMPANY VACATION PETITION 6' DRAINAGE EASEMENT LOT 54, ISLAND NO. 4, NURMI ISLES (PLAT BOOK 24, PAGE 43, B.C.R.)

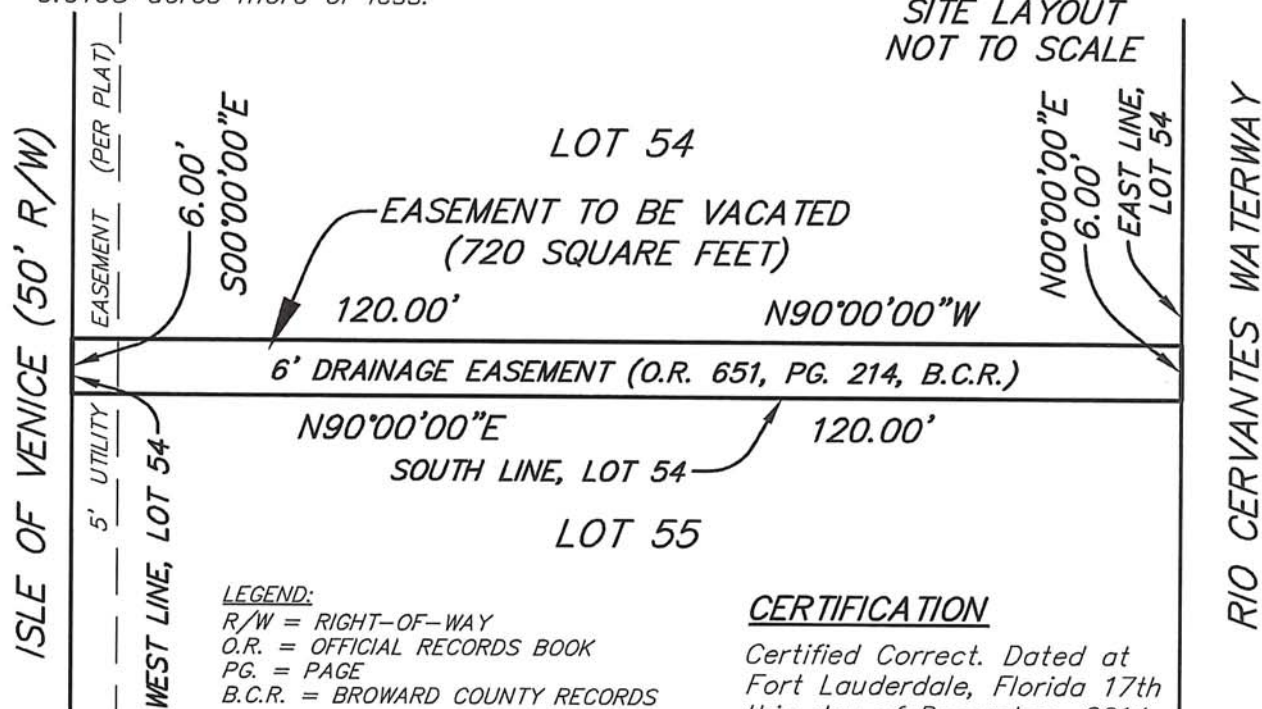
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McLAUGHLIN ENGINEERING COMPANY

JERALD A. McLAUGHLIN
Registered Land Surveyor No. 5269
State of Florida.

FIELD BOOK NO. _____

DRAWN BY: JMMjr

JOB ORDER NO. U-9850

CHECKED BY: _____

REF. DWG.: 13-3-070

C: \JMMjr\2014\U9850 (VACATION)



Easement & Right-of-Way /Plat

Vacation Letter

To: Aqualuna
1800 Las Olas Blvd.
Ft. Lauderdale, Fl. 33301
Attention: Brandon M. Spirk

Date: January 13, 2015

Subject: Petitioner / Owner intent to vacate two 6' Drainage Easements Found in
Section S12, Township T50S, Range R42E and Municipality of Ft. Lauderdale
(20 & 30 Isle of Venice Drive)

- (X) Peoples Gas has no objections to this vacation for the following reasons:
Peoples Gas has no facilities within Right-of-Way proposed for vacation.


Angel L. Quant
South Florida Regional Operations Manager

FOR

Prepared By: SW
Atlas Pg:
Reference:

- () Peoples Gas has facilities within the referenced area to be vacated, however, we have no objections to this vacation providing a utility easement is incorporated in the re-plat, or the applicant will pay for the relocation or replacement of these facilities.

Angel L. Quant
South Florida Regional Operations Manager

Prepared By:
Atlas Pg:

- () Peoples Gas has facilities within the referenced area to be vacated which cannot be relocated for technical reasons, however, we have no objections to this vacation providing a utility easement, as shown on the attached drawing, is incorporated in the re-plat.

Angel L. Quant
South Florida Regional Operations Manager

Prepared By:
Atlas Pg:

- () Peoples Gas objects to the proposed vacation for the following reasons:

Angel L. Quant
South Florida Regional Operations Manager

Prepared By:
Atlas Pg:



McLAUGHLIN ENGINEERING COMPANY LB#285

ENGINEERING * SURVEYING * PLATTING * LAND PLANNING
1700 N.W. 64th STREET #400, FORT LAUDERDALE, FLORIDA
33309 PHONE (954) 763-7611 * FAX (954) 763-7615

12

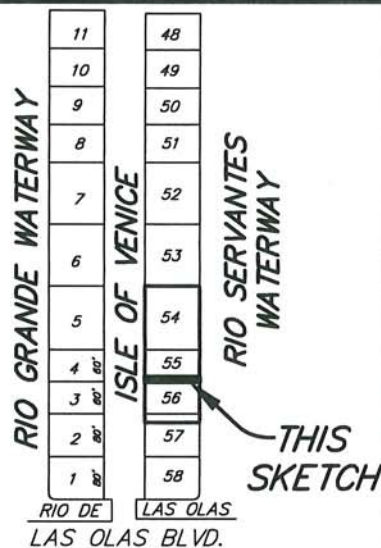
SCALE 1" = 30'

SKETCH AND DESCRIPTION TO ACCOMPANY VACATION PETITION 6' DRAINAGE EASEMENT (O.R. 487, PG. 118, B.C.R.) AQUALUNA

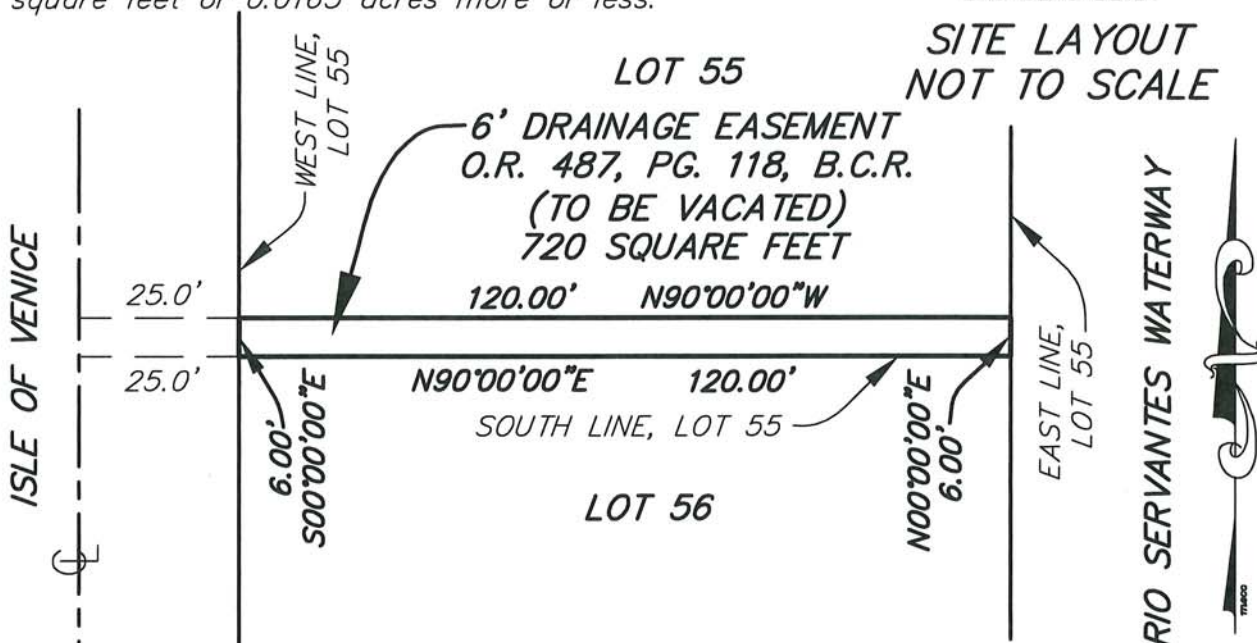
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- 5) Bearings shown assume the West line of Lots 53 to 57, as South 00°00'00" East.
- 6) It is the intent of this Sketch and Description to include all lands described in O.R. 487, Page 118, B.C.R.

CERTIFICATION

Certified Correct. Dated at
Fort Lauderdale, Florida this
15th day of December, 2017.

McLAUGHLIN ENGINEERING COMPANY

[Signature]
JERALD A. McLAUGHLIN
Registered Land Surveyor No. 5269
State of Florida.

FIELD BOOK NO. _____

DRAWN BY: JMMjr

JOB ORDER NO. V-2924

CHECKED BY: _____

REF. DWG.: 13-3-070

C: \JMMjr\2017\V2924 (CASE)
CAM #18-0382
Exhibit 2