

# 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	E17005
Date of complete submittal	11/14/17

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

Property Owner's Name	Holman Automotive, Inc.
Property Owner's Signature	<i>[Signature]</i> <small>If a signed agent letter is provided, a signature is required on the application by the owner.</small>
Address, City, State, Zip	12 E. Sunrise Blvd. Ft. Lauderdale, FL 33304
E-mail Address	c/o marla.neufeld@gmlaw.com
Phone Number	c/o 954-761-2929
Proof of Ownership	<input checked="" type="checkbox"/> Warranty Deed or <input type="checkbox"/> Tax Record

RECEIVED  
VIA  
COURIER

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

Applicant / Agent's Name	Greenspoon Marder, PA
Applicant / Agent's Signature	<i>[Signature]</i>
Address, City, State, Zip	200 E. Broward Blvd., Suite 1800 Ft. laud., FL 33301
E-mail Address	marla.neufeld@gmlaw.com
Phone Number	954-761-2929
Letter of Consent Submitted	Yes

Development / Project Name	Holman Bentley Aston Martin @ BMW Sunrise Plat
Development / Project Address	Existing: 900 E SUNRISE BOULEVARD New:
Legal Description	BMW SUNRISE PLAT 181-42 B PARCEL A LESS PORTION KNOWN AS LEASED AREA
Tax ID Folio Numbers (For all parcels in development)	504202570010
Request / Description of Project	See enclosed narrative (parking easement)
Applicable ULDR Sections	47-24.7
Total Estimated Cost of Project	\$ NA (Including land costs)

Current Land Use Designation	Commercial
Current Zoning Designation	B-1
Current Use of Property	Commercial

**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 21<sup>st</sup> 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., 2<sup>nd</sup> 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.
- ☐ Traffic study for projects that meet the trip threshold (see Sec. 47-24 or contact DRC Engineering Rep.)
- ☐ 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

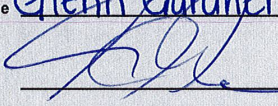
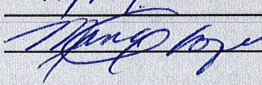
**NOTE:** For initial submittal one signed and sealed set is required. Copied sets will be requested after completion review. If the development site is separated by a public right-of-way including alley or alley reservations, a separate application must be completed for each parcel.

### 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.
- ☐ **Cover sheet** including project name and table of contents.
- ☐ **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.
- ☐ **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		Staff Intake Review	
I acknowledge that the Required Documentation and Technical Specifications of the application are met:		For Urban Design & Planning Division use only:	
Print Name	Glenn Gardner	Date	11/14/17
Signature		Received By	
Date	10/6/17	Tech. Specs Reviewed By	
		Case No.	

**Page 3: Property & Right-of-Way related items for discussion**

**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: Holman Automotive, Inc. PHONE: c/o 954.761.2929

APPLICANTS ADDRESS: c/o 200 E. Broward Blvd, Suite 1800 Ft. Laud, FL

IF UNAVAILABLE CONTACT: \_\_\_\_\_ RELATIONSHIP OR TITLE OWNER 33301

ADDRESS: 200 E. Broward Blvd, Suite 1800 Ft. Laud, FL 33301

ADDRESS AND LEGAL DESCRIPTION OF PREMISES OR AREA AFFECTED.

SITE ADDRESS: 900 E. Sunrise ZONED: B-1

LEGAL DESCRIPTION: BMW Sunrise Plat (181-42) B

Parcel A, less Leased Area

DISCUSSION ITEM: vacation easement

\_\_\_\_\_  
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.

October 5, 2017

**CITY OF FORT LAUDERDALE**

**Department of Sustainable Development**

**Urban Design & Planning Division**

Re: Agent Authorization for Property located at folio number **504202570010 (BMW Sunrise Plat)**

To whom it may concern:

Holman Automotive, Inc. ("Owner") does hereby authorize Greenspoon Marder, P.A. to represent Owner in the City of Fort Lauderdale with regard to the Vacation of Easements and all related matters related to the Property.

Sincerely,

Holman Automotive, Inc.

By: 

Name: Glenn Gardner

Its: Executive VP, Retail Services

GM:32199239:1

## Vacation of 5' Parking Easement Narrative

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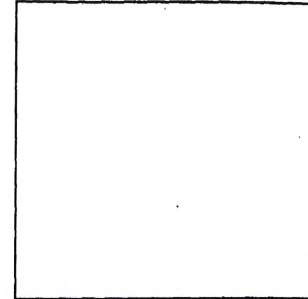
### **"Parking Easement" – Vacation of 5' Parking Easement**

The Applicant submits this application for the vacation of a 5' Parking Easement Agreement between the City of Ft. Lauderdale and King Motor Company, its successors and assigns as recorded in Public Records of Broward County in Official Record Book 44859 at Page 1538. Parking easement provided overflow parking within NE 10<sup>th</sup> Avenue Right of way for the benefit of King Motor and Holiday Park and described access points from the King Motor Company Property into NE 10<sup>th</sup> Avenue.

CLAYTON K. KOLLER, CLAS  
CITY ATTORNEY  
CITY OF FORT LAUDERDALE  
P.O. BOX 1900  
FORT LAUDERDALE, FLORIDA 33302

PREPARED BY AND RETURN TO:  
Robert B. Duncel, Esq.  
City Attorney's Office  
City of Fort Lauderdale  
100 North Andrews Avenue  
Fort Lauderdale, Florida 33302

Folio No. \_\_\_\_\_



Space Reserved for Recording Information

#### PARKING EASEMENT AGREEMENT

THIS PARKING EASEMENT AGREEMENT is entered into this 14 day  
of APRIL, 2000 by and between:

KING MOTOR COMPANY OF FORT LAUDERDALE, a  
Florida corporation whose address is 700 East  
Sunrise Boulevard, Fort Lauderdale, FL 33304,  
its successors and assigns (hereinafter,  
"KING")

and

CITY OF FORT LAUDERDALE, a municipal  
corporation, whose address is P.O. Drawer  
14250, Fort Lauderdale, FL 33302-4250, its  
successors and assigns (hereinafter "CITY").

#### RECITALS

KING is the owner of a certain parcel of real property located  
in Broward County, Florida, legally described on Exhibit "A"  
attached hereto ("King Property").

CITY is the owner of a certain parcel of real property located  
in Broward County, Florida, legally described in Exhibit "B" and  
commonly known as "Holiday Park."

KING is the owner of a certain parcel of real property located  
in Broward County, Florida, legally described on Exhibit "C"

(2)

attached hereto (hereinafter "Parking Easement Area").

KING and CITY are desirous of establishing certain parking easements in favor of the public to serve the needs of Holiday Park, while at the same time preserving unto KING certain vehicular and pedestrian ingress and egress rights through the Easement Area to serve the King Property.

Execution of this Agreement by the proper CITY officials was authorized by Motion adopted by the City Commission at its regularly scheduled meeting this 7th day of December, 1999.

NOW, THEREFORE, in consideration of the mutual covenants exchanged between the parties herein and other good and valuable considerations, the sufficiency of which the parties do hereby stipulate, the parties agree as follows:

1. The foregoing Recitals are true and correct.

2. KING does hereby grant unto CITY a perpetual non-exclusive easement for parking purposes over, under, within and above the Parking Easement Area designated in Exhibit "C", such parking purposes to generally serve the needs of the adjacent Holiday Park ("Parking Easement"). CITY agrees to create approximately 16 parking spaces partially situated within the Parking Easement Area. The Parking Easement rights granted herein shall also include the right to construct, operate, regulate, maintain, repair, reconstruct, parking spaces and to landscape, irrigate, maintain and drain the Parking Easement Area.

2.1. CITY covenants that vehicular access from Sunrise Boulevard along N.E. 10th Avenue shall be maintained as open and accessible to the Parking Easement Area and that in the event such vehicular access should ever be terminated or abandoned by CITY, then, in that event, the Parking Easement shall automatically terminate, become null and void and be of no further force and effect, and revert unto KING.

2.2. KING reserves unto itself vehicular and pedestrian ingress and egress rights through the Parking Easement Area for the purpose of access to and from the King Property, such ingress and egress rights being reserved for the benefit of KING, its officers, directors, employees, agents, customers, guests, licensees, invitees, lessees, mortgagees, successors and assigns. The Sketch and Legal Description for the two (2)

Ingress/Egress Areas are found in Exhibit "C" attached hereto. CITY shall prohibit the parking of any vehicles or any other obstructions within the Ingress/Egress Areas which would inhibit access to or from the King Property.

2.3. The physical relationship between Sunrise Boulevard, N.E. 10th Avenue, Holiday Park, the Parking Easement Area and Ingress/Egress reservations in favor of KING are depicted on that City of Fort Lauderdale Paving, Grading, Drainage, Water and Sewer Plan for Project #15200, Holiday Park, Phase 2 Construction Documents (File No. 4-123-00), Sheet No. "PGD-1" on file with the City of Fort Lauderdale City Clerk.

2.4. Employees and customers of KING may park within the Parking Easement Area, except that no such parking by employees and customers of KING shall be permitted on weekends when baseball fields are programmed by CITY. CITY will provide KING at least thirty (30) days in advance all schedules of the baseball field. At no time may KING park any vehicles within the Parking Easement Area that are part of KING's sales, lease or repair inventory.

2.5. KING may not count any of the 16 spaces within the Parking Easement Area as part of its required parking under the CITY's Unified Land Development Regulations ("ULDR"), except that for the purposes of seeking a parking reduction order under the ULDR, such public parking spaces may be considered in accordance with the ULDR.

2.6. In the event CITY elects to convert the 16 spaces within the Parking Easement to "metered spaces", during the hours of 6:00 AM to 6:00 PM KING shall be permitted to use those spaces without the payment of any additional consideration or fees beyond that specified in this Agreement.

3. CITY shall be responsible for maintaining, repairing and, when necessary, replacing, at its sole cost and expense, all portions of the Parking Easement Area, including the Ingress/Egress areas reserved unto KING, so that same are at all times maintained in good condition and repair and in a safe, clean and sanitary condition.

4. The parties acknowledge that KING has previously paid unto CITY the sum of Five thousand (\$5,000.00) dollars for design

of the Parking Easement Area. Upon execution of this Agreement KING shall pay unto CITY the additional sum of Eight thousand, eight hundred eighty one (\$8,881.74) and 74/100 dollars for additional costs of construction of the Parking Easement Area.

5. CITY is self-insured pursuant to the provisions of §768.29(15), Fla. Stat.

6. At all times during the life of this Agreement, KING agrees to maintain comprehensive public liability insurance with respect to the Parking Easement and reservation of ingress/egress in an amount not less than One million (\$1,000,000.00) and no/100 dollars combined single limit, which names CITY as an additional insured insuring KING and CITY against any and all liability for bodily injury or property damage arising out of or in connection with exercising the rights and obligations accorded under this Agreement, including the use of the Parking Easement Area by the parties and the public.

6.1. All of the policies of insurance provided for in this Agreement: (i) shall be in the form and substance approved by the Insurance Department of the State of Florida, (ii) shall be issued only by companies licensed by the Insurance Department of the State of Florida, (iii) Certificates of Insurance pertaining to same shall be deliver to CITY's Risk Management Office, prior to the commencement of the term of this Agreement, (iv) shall be with a carrier having an A Best's Rating of not less than A, Class VII, (v) shall bear endorsements showing the receipt by the respective companies of the premiums thereon or shall be accompanied by other evidence of payment of such premiums to the insurance companies, including evidence of current annual payment, if on any installment payment basis, and (vi) shall provide that they may not be canceled by the insurer any sooner than ~~thirty~~ <sup>thirty</sup> ~~ten~~ <sup>ten</sup> (10) ~~(30)~~ days after service of notice of the proposed cancellation upon CITY's Risk Management Office and shall not be invalidated as to the interest of CITY by any act, omission or neglect of KING. In any case where the original policy of any such insurance shall be delivered to KING, a duplicated original or certificate of such policy shall thereupon be delivered to CITY's Risk Management Office. All insurance policies shall be renewed by KING, and certificates evidencing such renewals, bearing endorsements or accompanied by other evidence of the receipt by the respective insurance companies of the premiums thereon, shall be delivered to CITY's Risk

Management Office, at least <sup>five (5)</sup>~~twenty (20)~~ days prior to their respective expiration dates. (C) (B)

7. In the event CITY should fail to maintain the Easement ~~As~~ as required hereunder, or in the event CITY or KING shall fail to provide insurance as required hereunder, the non-defaulting party may send written notice to such defaulting party and; if the default is not cured within thirty (30) calendar days from receipt of such notice, then the party giving such notice shall have the right (without limiting any other rights that may be available) to perform such obligations and bill the defaulting party for the cost of such performance. If the defaulting party shall not pay such bill within thirty (30) days of receipt, then interest shall accrue on the unpaid balance from the time it was expended until paid at rate provided for pursuant to § 55.03, Fla. Stat. (C) (B)

8. Anything to the contrary contained in this Agreement notwithstanding, in the event of a non-monetary violation or breach of any provision contained in this Agreement, specific performance or injunctive relief shall be specifically available, it being agreed that damages would, at best, be difficult to ascertain and would be an inadequate remedy in any event.

9. The prevailing party in any action in connection with this Agreement (whether in tort, contract or otherwise) shall be entitled to the award of court costs and a reasonable attorneys' fee (including paralegals' fees) at all tribunal levels and in connection with all proceedings, whether or not suit is instituted.

10. CITY agrees to furnish from time to time to KING in writing estoppel information confirming the general easement granted hereby.

11. This Agreement shall be a covenant running with the lands.

12. This Agreement shall be governed by the laws of the State of Florida. If any portion of this Agreement shall be or become illegal or unenforceable for any reason, the remaining portions shall remain in full force and effect and shall be enforceable to the fullest extent permitted by law. This instrument shall be executed in duplicate, each party retaining an original. Upon full execution, this instrument shall be recorded by CITY in the Public Records of Broward County, Florida.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed as of the day and year first above written.

WITNESSES:

KING MOTOR COMPANY OF FORT  
LAUDERDALE, a Florida  
corporation

Norman A. Roben  
[Witness print/type name]

By W. Clay King  
[Print/type name & title]

Kirk S. Francis  
[Witness print/type name]

ATTEST:

Margaret Bailey

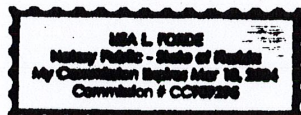
[CORPORATE SEAL]

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this  
14 April, 2000, by W. Clay King  
as President of KING MOTOR COMPANY OF FORT  
LAUDERDALE, a Florida corporation. He/She is personally known to  
me or has produced identification and did not (did) take an oath.

(SEAL)

Lisa L. Forde  
Notary Public, State of  
Florida (Signature of Notary  
taking Acknowledgment)



Name of Notary Typed,  
Printed or Stamped

My Commission Expires:

Commission Number

WITNESSES:

CITY OF FORT LAUDERDALE

Safesa B. Ali  
Safesa B. Ali  
[Witness-print or type name]

By [Signature]  
Mayor

Wonne Brackett Buck  
Wonne Brackett Buck  
[Witness-print or type name]

By [Signature]  
City Manager

(CORPORATE SEAL)

ATTEST:

[Signature]  
City Clerk

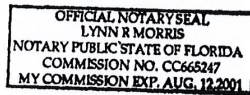
Approved as to form:

[Signature]  
City Attorney

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me  
this May 25, 2000, by JIM NAUGLE, Mayor of  
the CITY OF FORT LAUDERDALE, a municipal corporation of  
Florida. He is personally known to me and did not take an  
oath.

(SEAL)



Lynn R. Morris  
Notary Public, State of Florida  
(Signature of Notary taking  
Acknowledgment)

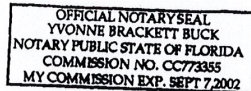
Lynn R. Morris  
Name of Notary Typed,  
Printed or Stamped

My Commission Expires: CC665247  
CC665247 8/12/2001  
Commission Number

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me  
this MAY 22ND, 2000, by F.T. JOHNSON, City  
Manager of the CITY OF FORT LAUDERDALE, a municipal  
corporation of Florida. He is personally known to me and did  
not take an oath.

(SEAL)



Yvonne Brackett Buck  
Notary Public, State of Florida  
(Signature of Notary taking  
Acknowledgment)

Yvonne Brackett Buck  
Name of Notary Typed,  
Printed or Stamped

My Commission Expires: Sept 7, 2002  
CC 773355  
Commission Number

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CAP

AL AGREEMENTS

F.E) F  
E) F  
B.F.C.)

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ENCROACHMENT  
R.

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LEGAL DESCRIPTION  
(KING MOTOR COMPANY OF PORT LAUDERDALE)

PARCEL A:

Those portions of Lots 3, 4, and 5, lying Southeasterly of the Southeasterly right-of-way line (100-foot right-of-way) of the Federal Highway (U.S. No. 1) and Lots 6, 7, and 8, less the West 25 feet, all in Block 218, PROGRESSO, according to the plat thereof, recorded in Plat Book 2, Page 18, of the Public Records of Dade County, Florida. Said lands situate, lying and being in Broward County, Florida.

PARCEL B:

All of Parcel "A", RESUBDIVISION OF BLOCKS 220 AND 221 - PROGRESSO, according to the plat thereof, recorded in Plat Book 60, Page 30, of the Public Records of Broward County, Florida, together with that portion of N.E. 8th Avenue (NOW VACATED) adjacent thereto, AND Lots 15 and 16, Block 221, PROGRESSO, according to the plat thereof, recorded in Plat Book 2, Page 18, of the Public Records of Dade County, Florida. LESS, that portion thereof, taken for Road Right-of-Way. Said lands situate, lying and being in Broward County, Florida.

PARCEL C:

Lots 1 thru 20, inclusive, and Lots 32, 33, 38, 39, 40, 45, 46, 47, 48 and Lot 44 (LESS the West 100 feet of the South one-half (1/2) thereof, Block 219), PROGRESSO, according to the plat thereof, recorded in Plat Book 2, Page 18, of the Public Records of Dade County, Florida, together with that portion of N.E. 8th Avenue (NOW VACATED) adjacent thereto. LESS, that portion thereof, taken for Road Right-of-Way. Said lands situate, lying and being in Broward County, Florida.

PARCEL D:

Tract "A", LESS the South 10 feet thereof, of NOBLES ADDITION TO PROGRESSO, according to the plat thereof, recorded in Plat Book 55, Page 43, of the Public Records of Broward County, Florida. Said lands situate, lying and being in Broward County, Florida.

PARCEL E:  
(LEASE PARCEL)

TOGETHER WITH the lessee's interest under that certain 99-year-6-month lease from Hall Frederick McEatt, joined by his wife, Peggy J. McEatt, as lessors, to King Motor Company of Port Lauderdale, as lessee, dated November 1, 1967 and filed December 4, 1967 in Official Records Book 3555 at Page 613 of the Public Records of Broward County, Florida, which lease covers the following described property:

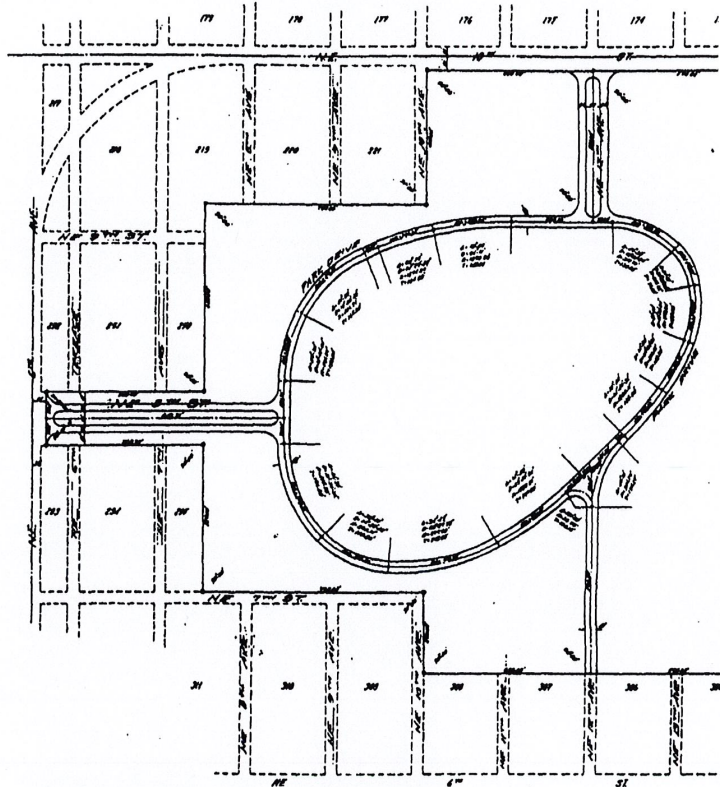
Lots 34, 35, 36, 37, 41, 42, 43, and the West 100 feet of the South one-half (1/2) of Lot 44, Block 219, PROGRESSO, according to the plat thereof, recorded in Plat Book 2, Page 18, Public Records of Dade County Records. LESS, that portion thereof, taken for Road Right-of-Way. Said lands situate, lying and being in Broward County, Florida.

EXHIBIT "A"

EXHIBIT B

DESCRIPTION

ALL OF BLOCKS 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.



**HOLIDAY—PARK**

A RESUBDIVISION IN PROGRESS  
FORT LAUDERDALE — FLORIDA.

J. W. M. LAUGHLIN — ENGINEER.  
SCALE 1"=200' OCT. 1947

BOOK 24 PAGE 14 EXHIBIT B

## DEDICATION

STATE OF FLORIDA } ss  
COUNTY OF HAMILTON } ss  
KNOW ALL MEN BY THESE PRESENTS, That City of Fort Lauderdale, owner of the land described herein, has caused said lands to be subdivided in the manner shown on the attached plat, the same to be known as "Holiday Park".

The streets, highways, drives, roads and avenues shown on said plat are dedicated for public use, with the right reserved to the dedication to accept the location of any of the same, or to alter any of the same at any time.

The occupation or use of any of such streets, or any portion thereof, by any person, firm or corporation, except as permitted by said City is hereby expressly prohibited.

IN TESTIMONY WHEREOF, CITY OF FORT LAUDERDALE has caused this dedication to be signed in its name, by its proper officers, and its seal to be applied, this the 12th day of AUGUST, 1948.

CITY OF FORT LAUDERDALE

By Joseph H. Ryan

City Commissioner

Attest: John H. Ryan

City Clerk

## CITY PLANNING BOARD CERTIFICATE

This is to certify that the City Planning Board of Fort Lauderdale, Florida, approved and accepted the plat by, and the subdivision shown thereon, this the 12th day of August, 1948.

By William H. Ryan

City Planning Board

Approved for record this 12th day of AUGUST, 1948.

## CITY CLERK'S CERTIFICATE

STATE OF FLORIDA } ss  
COUNTY OF HAMILTON } ss  
This is to certify that this plat of "HOLIDAY PARK" subdivision, has been approved and accepted for record by the City Commission of the City of Fort Lauderdale, Florida, and by Ordinance No. 12,222, passed by said City Commission on the 12th day of August, 1948.

ATTEST: I, William H. Ryan, City Clerk of said City, do hereby certify that the foregoing plat of said City Commission has been approved and accepted by the City Commission and the City Clerk of said City, and the same is hereby approved this 12th day of August, 1948.

By William H. Ryan

City Clerk

Approved for record this 22nd day of March, 1949.

## COUNTY CLERK'S CERTIFICATE

STATE OF FLORIDA } ss  
COUNTY OF HAMILTON } ss  
I, COUNTY CLERK, do hereby certify that this plat conforms with the provisions of the Act to Regulate the Practice of Surveying and Mapping, approved and made in the State of Florida, approved by the Governor June 11, 1925.

By William H. Ryan

County Clerk

STATE OF FLORIDA } ss  
COUNTY OF HAMILTON } ss  
This instrument filed for record this 12th day of August, 1948, and recorded in Book 24 of Plate of Maps 14.

By William H. Ryan

County Clerk

STATE OF FLORIDA } ss  
COUNTY OF HAMILTON } ss  
I, County Clerk, do hereby certify that this plat of "HOLIDAY PARK" subdivision is a true and correct representation of a survey made by me and that the same are not in violation of the provisions of the Act to Regulate the Practice of Surveying and Mapping, approved and made in the State of Florida, approved by the Governor June 11, 1925.

By William H. Ryan

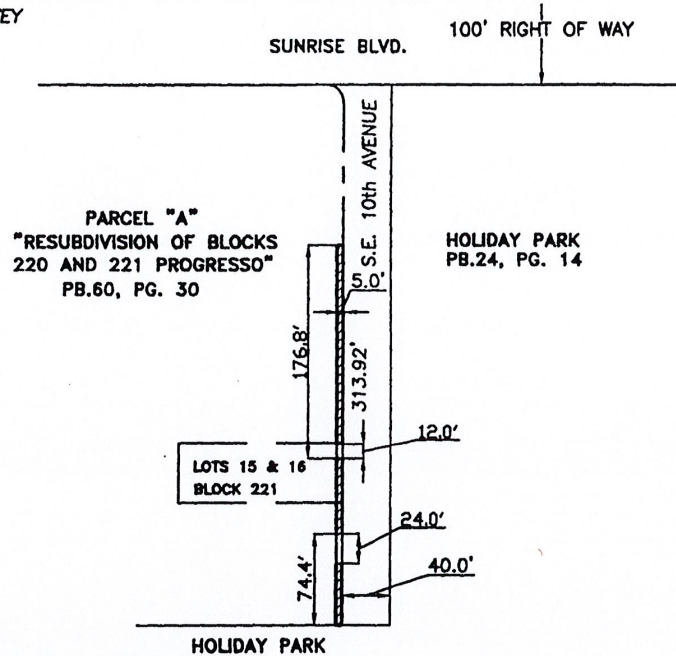
County Clerk

EXHIBIT B

PB 24 P 14

# SKETCH AND DESCRIPTION

EXHIBIT C

THIS IS NOT A SURVEY

## DESCRIPTION: ACCESS AND PARKING EASEMENT

A PORTION OF PARCEL "A", RESUBDIVISION OF BLOCKS 220 AND 221 PROGRESSO" ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 80, PAGE 30, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND LOTS 15 AND 16 "PROGRESSO", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK "2", PAGE 18, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, BEING A STRIP OF LAND 5.00 FEET IN WIDTH DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL "A"; THENCE NORTHERLY ALONG THE EAST LINE OF SAID PARCEL "A" AND THE EAST LINE OF SAID LOTS 15 AND 16, A DISTANCE OF 313.92 FEET; THENCE WESTERLY ALONG A LINE PERPENDICULAR WITH THE LAST DESCRIBED LINE A DISTANCE OF 5.00 FEET; THENCE SOUTHERLY ALONG A LINE PARALLEL WITH AND 5.00 FEET WESTERLY OF AS MEASURED AT RIGHT ANGLES TO THE EAST LINE OF SAID PARCEL "A", A DISTANCE OF 313.92 FEET, TO THE SOUTH LINE OF SAID PARCEL "A"; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID PARCEL "A" A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA CONTAINING 1570 SQUARE FEET MORE OR LESS.

## DESCRIPTION: INGRESS/EGRESS AREAS

THE SOUTH 12.00 FEET OF THE NORTH 176.8 FEET, TOGETHER WITH THE NORTH 24.00 FEET OF THE SOUTH 74.4 FEET OF THE ABOVE DESCRIBED ACCESS AND PARKING EASEMENT.

P.O.B. DENOTES POINT OF BEGINNING  
P.O.C. DENOTES POINT OF COMMENCEMENT  
P.B. DENOTES PLAT BOOK

EXHIBIT "C"

CITY OF FORT LAUDERDALE

LEGAL DESCRIPTION

INGRESS/ EGRESS &amp;

PARKING EASEMENT

ANTHONY R. IRVINE  
PROFESSIONAL SURVEYOR AND MAPPER NO.4420  
STATE OF FLORIDA

BY: T.L.	ENGINEERING	DATE: 9/21/99
CHK'D T.L.	DIVISION	SCALE: N.T.S.

KingOlds2.dwg Wed Nov 10 1999 - 11:48a rc

## Vacation of 5' Parking Easement Narrative

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### **“Parking Easement” – Vacation of 5' Parking Easement**

The Applicant submits this application for the vacation of a 5' Parking Easement Agreement between the City of Ft. Lauderdale and King Motor Company, its successors and assigns as recorded in Public Records of Broward County in Official Record Book 44859 at Page 1538. Parking easement provided overflow parking within NE 10<sup>th</sup> Avenue Right of way for the benefit of King Motor and Holiday Park and described access points from the King Motor Company Property into NE 10<sup>th</sup> Avenue.

Pursuant to Section 47-24.7(A)(4) of the City's Code of Ordinances (“Code”), the Applicant satisfies the following criteria in connection with this requested vacation:

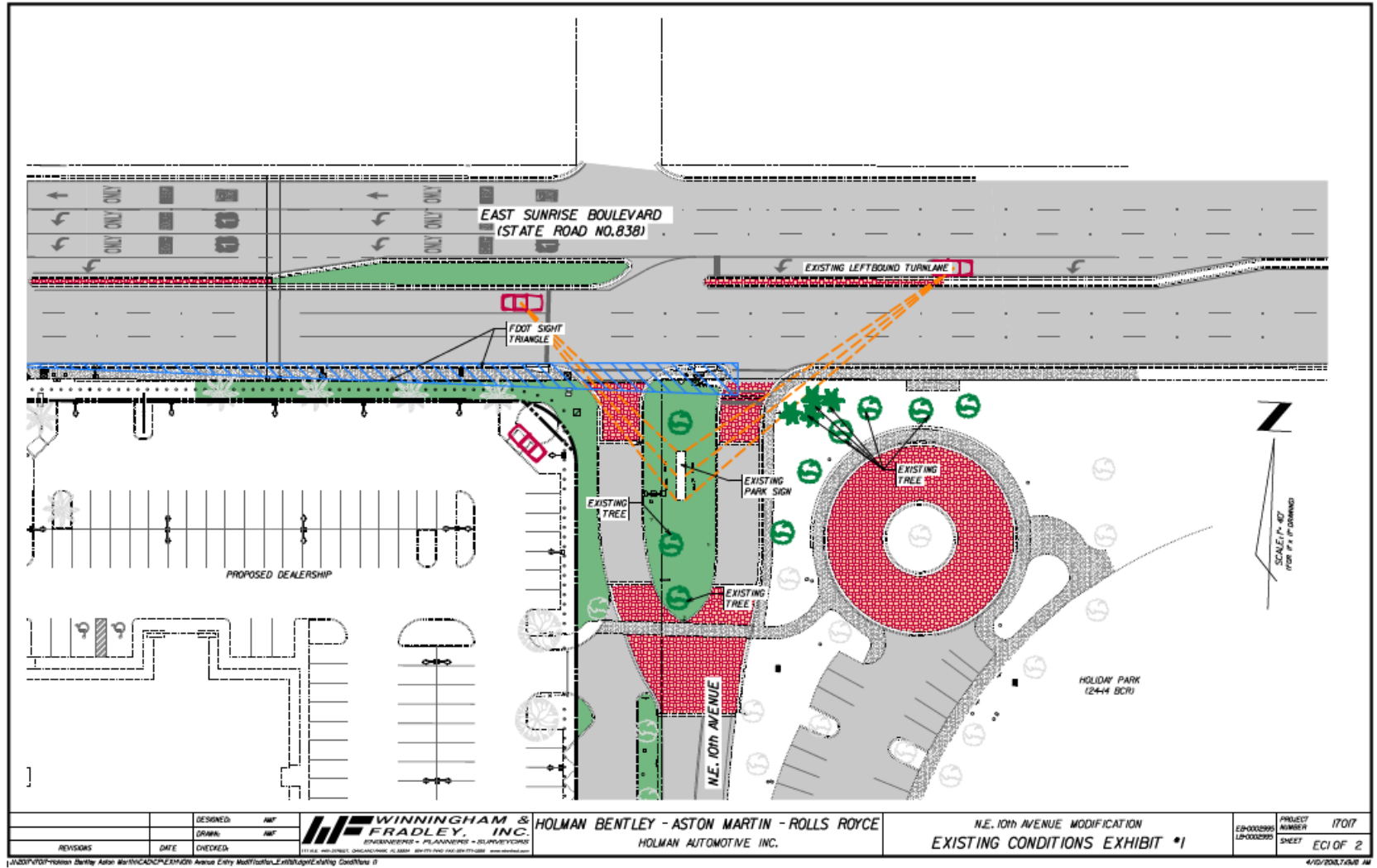
#### **(a) The easement is no longer needed for public purposes.**

The parking easement is no longer needed for a public purpose as the parking for the property has being relocated and improved on the City's adjacent park property to the east of the current parking easement. The existing parking easement was to serve overflow parking however due to the new parking on the City's park site, the parking easement is no longer needed. The Applicant will be performing certain offsite improvements to improve the new parking on the City's park site and therefore, the existing parking easement is no longer needed for the public.

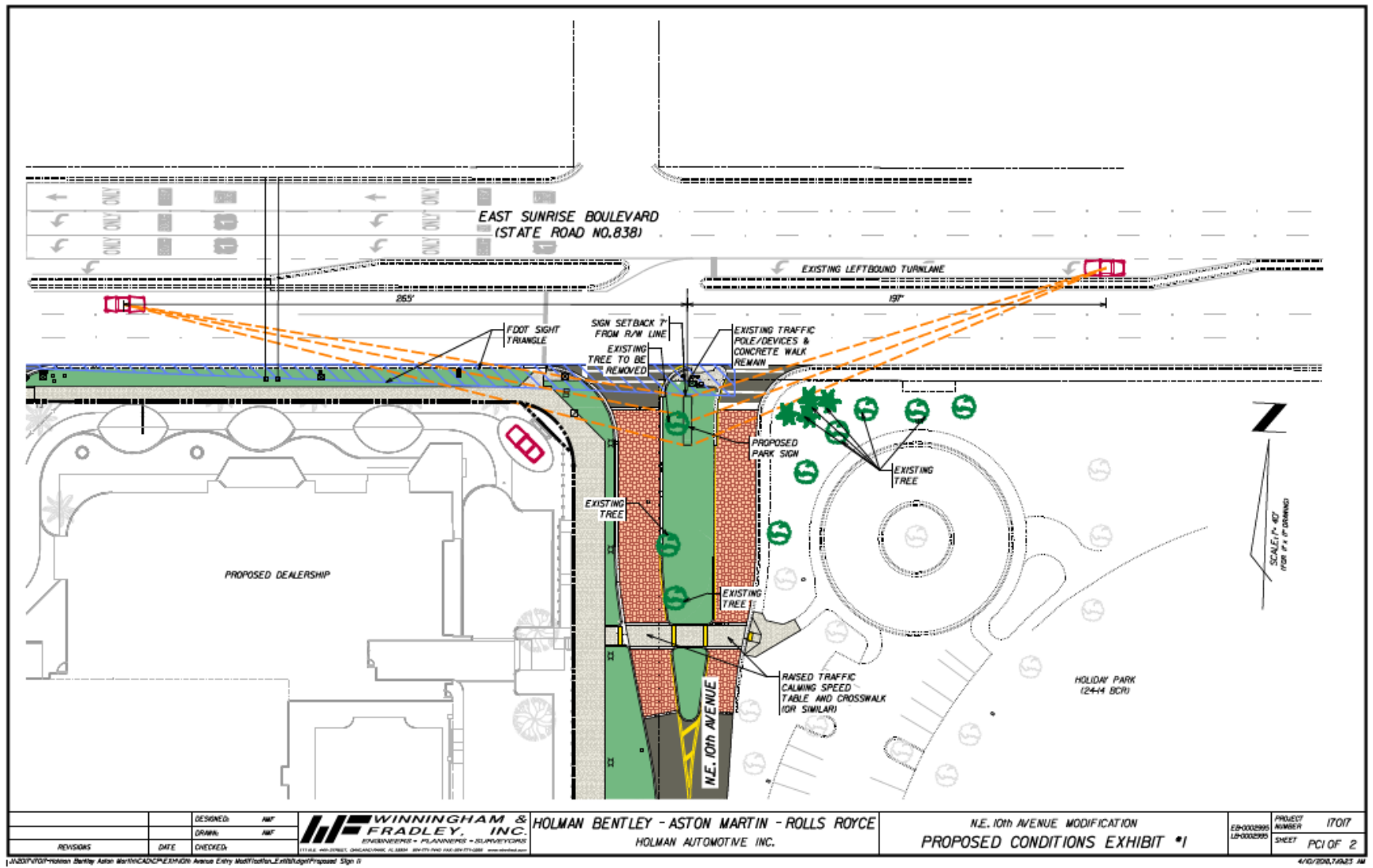
**(b) All utilities located within the easement have been or will be relocated pursuant to a relocation plan; and the owner of the utility facilities has consented to the vacation; or a portion of the easement area is maintained; or an easement in a different location has been provided by the utility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

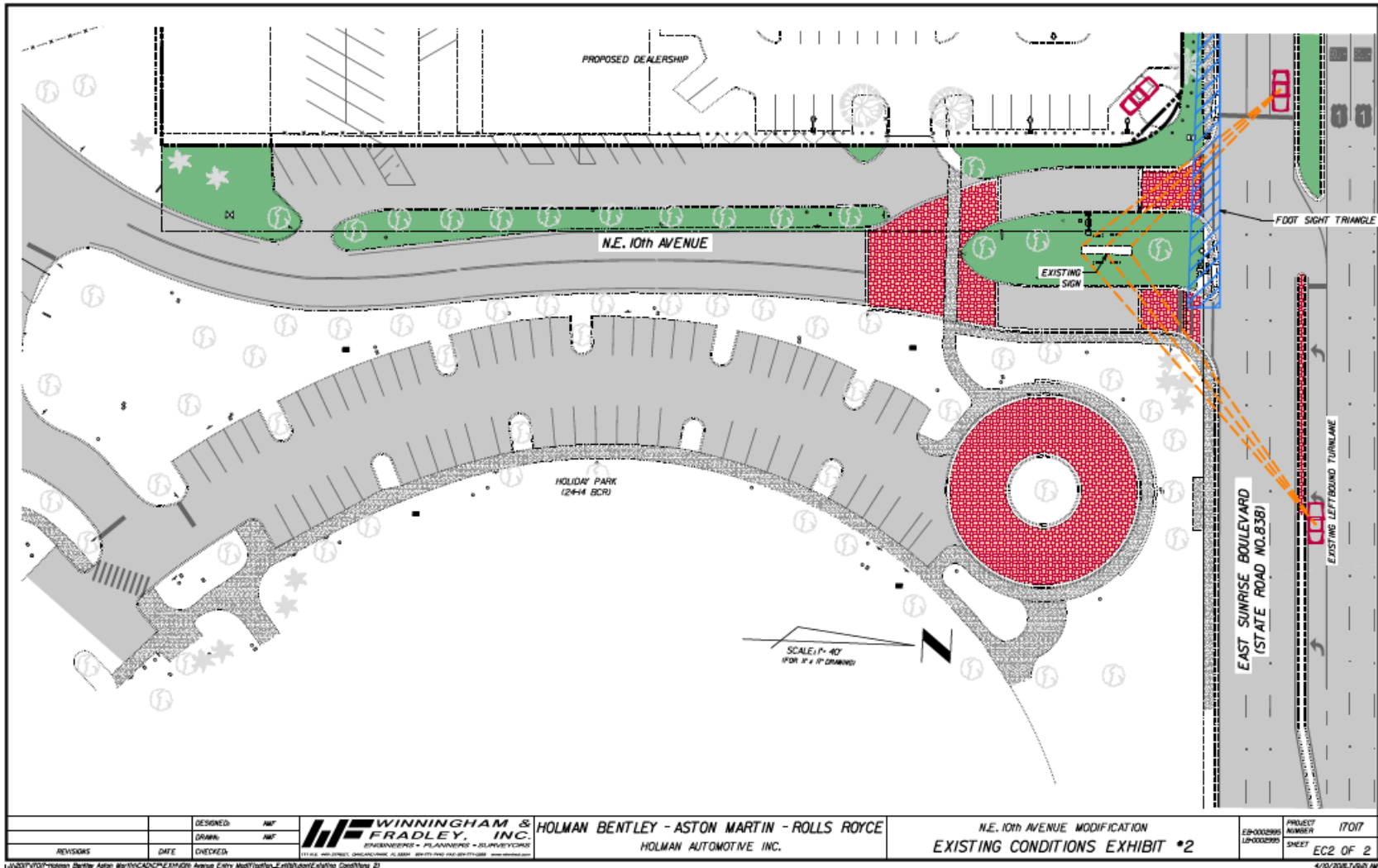
Being that this is a parking easement, utilities are not located within the easement. The City as the owner has agreed to the vacation of this parking easement in consideration for certain offsite improvements being performed in accordance with Exhibit A, attached hereto.

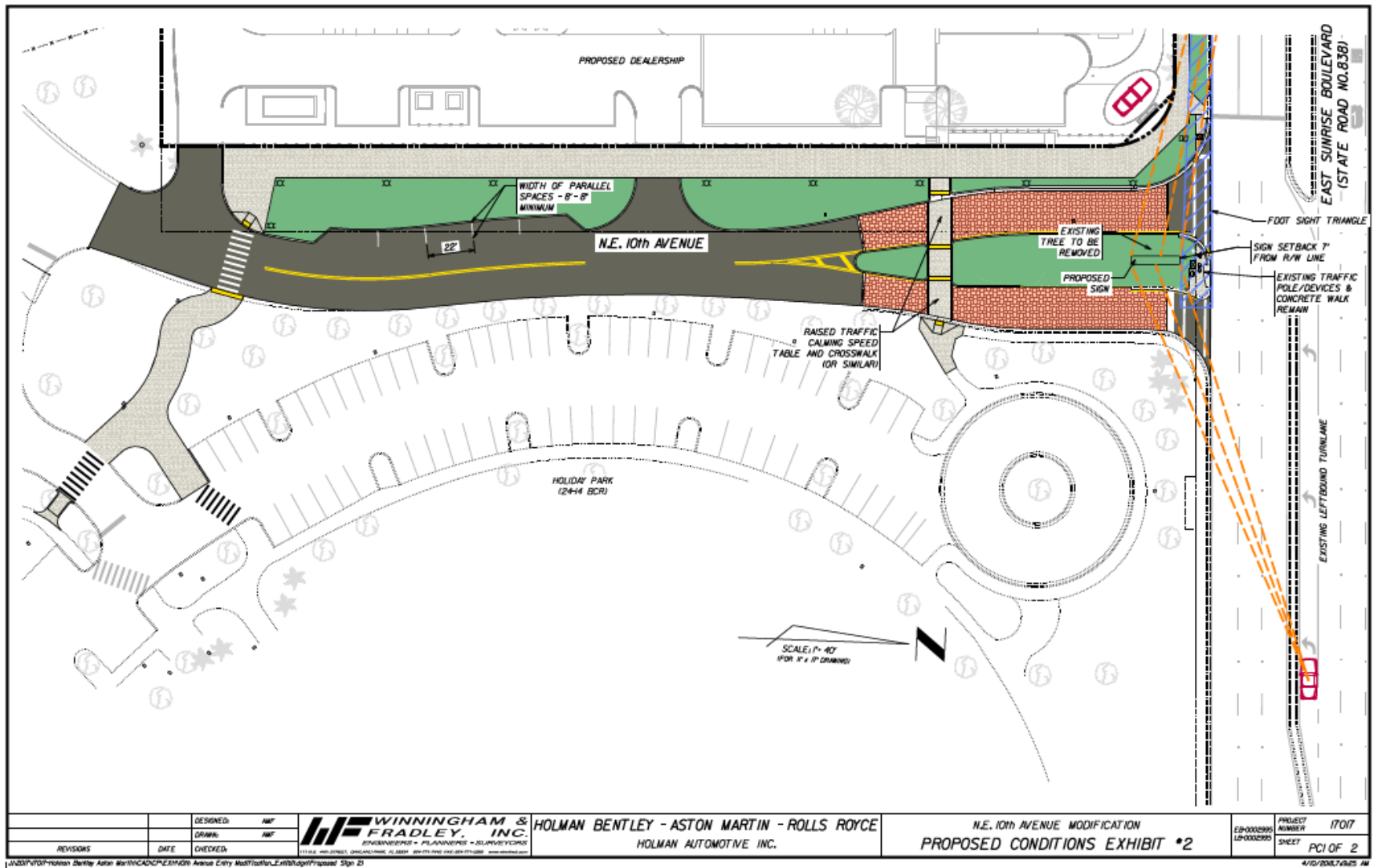
# EXHIBIT A



32581396.2







32581396.2





Proposed Conditions - Streetview Rendering