

Prepared by and return to:
Ambarina A. Perez
Florida East Coast Industries LLC
700 NW 1st Avenue, Suite 1620
Miami, Florida 33136

STREETSCAPE EASEMENT AGREEMENT
N.W. 1ST AVENUE

This Streetscape Easement Agreement ("Agreement") made this ____ day of _____, 2020, between, **FLL Flagler Development LLC**, a Delaware limited liability company ("Grantors"), whose address is 161 NW 6th Street, Suite 900, Miami, Florida 33136, and the **City of Fort Lauderdale, a municipal corporation existing under the laws of the State of Florida**, whose address is 100 North Andrews Avenue, Fort Lauderdale, Florida 33301 ("Grantee"). The "Effective Date" of this Agreement shall be thirty (30) days after the recording of the Agreement in the Public Records of Broward County, Florida.

RECITALS:

A. Grantor is the fee simple owner of real property commonly known as 101 North Andrews Avenue, in the City of Fort Lauderdale, Florida 33301, and, more particularly described in **Exhibit "A"** attached hereto and made a part hereof (hereinafter, "Property").

B. Grantee desires to construct, install, inspect, maintain and use certain streetscape improvements of the type more particularly described in **Exhibit "B"** attached hereto and made a part hereof (collectively, the "Streetscape Improvements") on N.W. 2nd Street and on NW 1st Ave St on the portion of the Property more particularly described in **Exhibit "C"** attached hereto and made a part hereof (the "Easement Area") which abuts N.W. 2nd Street.

C. Grantee desires that it be granted an easement over the Easement Area to allow for the construction, installation, inspection, maintenance and use of the Streetscape Improvements on the Easement Area and use by the general public as a pedestrian walkway. In the event the Grantee has not completed the construction of the Streetscape Improvements in the Easement Area within two (2) years from the Effective Date of this Agreement, the Easement (as hereinafter defined) shall revert to the Grantor.

NOW, THEREFORE, in consideration of TEN (\$10.00) Dollars and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Grant of Easement. During the Term (as hereinafter defined), subject to Reversion (as hereinafter defined) and upon the terms and conditions of this Agreement, Grantor does hereby grant, bargain, sell and convey to Grantee, its successors and assigns, a nonexclusive easement on over, and across the Easement Area for the sole purpose of constructing, installing, maintaining, replacing and using the portion of the Streetscape Improvements which extend onto the Easement

Area, to be used as a pedestrian walkway for the use of the general public (the “Easement”), expressly subject to the terms and conditions of this Agreement. In the event the Grantee fails to complete the construction of the Streetscape Improvements (subject to review and approval by the Grantor of the Plans (as hereinafter defined) in the Easement Area in accordance with Section 4 hereof within two (2) years from the Effective Date of this Agreement, the Easement shall revert to the Grantor and this Agreement shall terminate (the “Reversion”), provided that the Grantee shall not be released from liability from any obligations under this Agreement which accrued prior to the Reversion and Grantee and the public ceasing its use of the Easement expressly survive the termination of this Agreement.

2. Nonexclusive Easements. The Easement granted to Grantee hereunder is nonexclusive and nothing set forth herein shall be interpreted in any way to permit the use of the Easement for any purpose other than the purposes set forth in paragraph 1 above. Nothing herein shall be interpreted in any way to restrict Grantor’s or any Grantor Users’ (as hereinafter defined) right to access, license, sell, transfer or otherwise use or allow the use in any way to the Easement Area, except in a manner which would materially interfere, hinder or frustrate the Grantee’s use of the Easement Area for the purposes set forth herein. The Easement acquired does not entitle Grantee the right to obstruct, prevent, prohibit or restrict any activities or facilities that are located underground, below the surface of the Easement Area by Grantor or the Grantor Users (whether existing as of the Effective Date of this Agreement or in the future), it being acknowledged and agreed by Grantee that any such subgrade and subterranean facilities and activities are permitted and retained by Grantor, notwithstanding the interests acquired herein. Furthermore, the easement rights conveyed and acquired herein do not entitle Grantee to obstruct, prevent, prohibit or restrict any lawful activities or facilities whatsoever on the Property (other than within the Easement Area) by Grantor or the Grantor Users, it being acknowledged and agreed by Grantee that such matters are permitted and retained by Grantor, notwithstanding the interests acquired herein. As used in this Agreement, “Grantor Users” shall mean Grantor’s lessees, licensees, or other users of the Property.

3. Term. Subject to the Reversion, the term of the Easement shall commence on the Effective Date of this Agreement and shall terminate upon the occurrence of the Termination Event (as hereinafter defined). “Termination Event” shall mean occurrence of all of the following: (i) approval by the City of Fort Lauderdale’s Development Review Committee and the City of Fort Lauderdale’s City Commission, if applicable, of a development project on the Property (“Development Project”); (ii) issuance of the building permit(s) for the construction of the Development Project; and (iii) thirty (30) days after notice from Grantor to the Grantee that Grantor has commenced construction of the main improvements of the Development Project (as determined by Grantor in its sole discretion).

4. Grantee’s Responsibilities. During the Term, all construction, installation, inspection, maintenance and use of the Streetscape Improvements in the Easement Area and in the public right of way (i) shall be performed in such a manner and at such times as to cause no disruption to the use of the Property by Grantor or the Grantor Users; (ii) shall be performed by the Grantee at no cost or expense to the Grantor; and (iii) shall not obstruct or prohibit vehicular and pedestrian ingress, egress and access to the Property from N.W. 2nd Street, except for temporary disruptions to vehicular and pedestrian ingress, egress and access to the Property during

the construction and/or maintenance of the Streetscape Improvements, provided such vehicular and pedestrian ingress, egress and access to the Property is not prohibited. The Grantee must submit the engineering plans and specifications (the "Plans") for the proposed Streetscape Improvements planned for the Easement Area to the Grantor for review and approval, which approval shall not be unreasonably withheld, provided that the proposed Streetscape Improvements for the Easement Area will not unreasonably interfere with the use of the Property by the Grantor and the Grantor Users, unreasonably interfere with or prohibit the development of the Property for any lawful purpose by the Grantor or the Grantor Users, or prohibit or unreasonably obstruct or limit vehicular and pedestrian ingress, egress and access to the Property from N.W. 2nd Street. Each submittal of the Plans shall be sent to Grantor pursuant to the notice provisions of Section 11 hereof and shall be delivered with the number of additional copies or prints as Grantor may request, not to exceed seven (7) additional copies, from time to time. The Grantee agrees that the Streetscape Improvements, when completed, and Grantee's use of the Easement Area shall not interfere with the use of the Property by Grantor or the Grantor Users, including, without limitation, the use of any facilities, structures or improvements constructed, installed or operating therein from time to time. In constructing, installing, inspecting, maintaining and using the Streetscape Improvements, Grantee shall comply with all applicable laws, regulations and ordinances, including but not limited to all applicable regulatory, environmental and safety requirements, at Grantee's sole cost and expense. Grantee will not use or allow the use on the Easement Area or the Property of any material or substance that is defined as a hazardous waste, material or substance under any law or regulation in violation of any such laws. Grantee shall be responsible for any damage to the property of Grantor, or property of any Grantor Users, including but not limited to the Property, resulting from any exercise of its rights herein granted. Grantee shall promptly repair and restore to its original or better condition any of the property of Grantor located on the Property, or any Grantor Users located on the Property, and their respective employees, agents, licensees and contractors that may be altered, damaged or destroyed in connection with the exercise by Grantee, its employees, agents or contractors of the rights herein granted, or in connection with the use of the Streetscape Improvements by any person whomsoever. At all times during the construction, installation, inspection, maintenance or use of the Streetscape Improvements, Grantee shall maintain all necessary drainage facilities to prevent the accumulation of surface water on the Grantor's Property due to the performance of the activities of the Grantee, its employees, agents or contractors pursuant to this Agreement.

5. Insurance. Grantee shall procure and maintain, at no cost to Grantor, the following insurance during the Term (as hereinafter defined) of this Agreement:

- (a) Commercial General Liability Insurance coverage with respect to the Easement Area, which insurance shall be a minimum of \$1,000,000 per occurrence, \$2,000,000 general aggregate and \$2,000,000 products and completed operations.
- (b) Workers' Compensation Insurance at the statutory limits, if applicable;
- (c) Employer's liability insurance with limits of at least \$1,000,000, if applicable;
- (d) Automobile Liability Insurance, written to cover all owned, hired and non-

owned automobiles with a \$1,000,000 combined single limit; and

- (e) Umbrella/Excess Insurance with minimum limits of Five Million and No/100 Dollars (\$5,000,000) each occurrence and aggregate.

All insurance required to be maintained in this Section 5 shall (i) be issued by an insurance company licensed to do business in the State of Florida, (ii) provide for a 30-day notice of cancellation, expiration or modification to be given to all additional insureds thereunder, (iii) name Grantor and its mortgagees, as additional insureds, (iv) provide renewal certificates to all additional insureds 10 days prior to expiration of the then current policies, (v) be issued as primary insurance and non-contributing with any insurance that may be carried by Grantor; and (vi) insure the Grantee's performance of its indemnification obligations hereunder. Such insurance shall be maintained at all times during the Term of this Agreement with insurers currently rated at least "A-" Financial Strength Rating and "VIII" in Financial Size Category by A.M. Best. Subject to the terms and conditions hereof, the Grantee may self-insure, provided, however, that any self-insured retentions in excess of \$100,000 must be declared to and approved by Grantor, and Grantee shall provide to Grantor and Grantor's mortgagee (if any) with certificates of self-insurance specifying the extent of self-insurance coverage hereunder and containing a waiver of subrogation provision reasonably satisfactory to Grantor. Grantee shall have the right to "self-insure" (as hereinafter defined) with respect to the insurance required of the Grantee provided the same does not thereby decrease the insurance coverage or limits set forth in this Section or adversely affect the protection afforded to Grantor or any of the Indemnified Parties (as hereinafter defined) as would have been provided had such insurance been obtained from a licensed insurer authorized to do business in the State of Florida having the ability to perform its obligations under such insurance. Any self-insurance shall be deemed to contain all of the terms and conditions applicable to such insurance as required in this Section including, without limitation, a full waiver of subrogation. "Self-insure" shall mean that the Grantee is itself acting as though it were the insurance company providing the insurance required under the provisions hereof and Grantee shall pay any amounts due in lieu of insurance proceeds which would have been payable if the insurance policies had been carried, which amounts shall be treated as insurance proceeds for all purposes under this Agreement. All amounts which Grantee pays or is required to pay and all loss or damages resulting from risks for which Grantee has elected to self-insure shall be subject to the waiver of subrogation provisions of this Agreement and shall not limit Grantee's indemnification obligations set forth in this Agreement. In the event that Grantee elects to self-insure and an event or claim occurs for which a defense and/or coverage would have been available from the insurance company, Grantee shall: (x) undertake the defense of any such claim, including a defense of Grantor, at Grantee's sole cost and expense, with counsel selected by Grantee and reasonably acceptable to Grantor; and (y) use its own funds to pay any claim or replace property or otherwise provide the funding which would have been available from insurance proceeds but for such election by Grantee to self-insure. If Grantee elects to so self-insure, then, with respect to any claims which may result from incidents occurring during the term, such self insurance and Grantee's obligations with respect to such self-insurance shall survive the expiration or earlier termination of this Agreement.

Further, the Grantee shall require all contractors engaged by the Grantee to perform any work at or about the Easement Area, including any maintenance of Streetscape Improvements to

carry the types of insurance set forth in Section 5(a) – (e) above, in at least the limits specified in said Section 5(a) – (e) (which may be provided as a combination of primary and excess coverage).

It is agreed, however, that subcontractors working for a prime contractor may obtain insurance in accordance with industry standards rather than these limits and terms so long as the prime contractor maintains insurance in accordance with these limits and terms.

Evidence that the insurance coverage required hereunder is in place by contractors shall be furnished to Grantor upon request prior to the commencement of any work on or about the Easement Area. In addition, renewal certificates shall be provided to Grantor at least five (5) days prior to the expiration date of the then current policy. All such certificates shall state that Grantor shall be notified in writing thirty (30) days prior to cancellation of any such insurance and that Grantor is an additional insured thereunder.

Grantor may, in the exercise of its reasonable discretion, from time to time (but not more frequently than once every five years), request that Grantee carry and require all contractors engaged by the Grantee to perform work at or about the Easement Area, including any maintenance of Streetscape Improvements to carry additional insurance and/or adjust insurance coverages and deductibles to meet those amounts that would be carried by a prudent user using the Easement Area for the same purpose as Grantee. Neither Grantee, nor its contractor shall do any work until the Grantee and the contractor has obtained the insurance coverages required by the Grantor in accordance with this provision and provided evidence of such insurance coverages to Grantor.

6. Indemnification. With reservation of all rights under Article VII, Section 10, Pledging Credit, Florida Constitution (1968), and subject to the conditions and limitations set forth in Fla. Stat. § 768.28 (2019), Grantee shall protect, defend, indemnify and hold harmless the Grantor, its officers, directors, shareholders, parent company, subsidiaries, affiliates, members, servants, insurers, employees, agents, and its successors and/or assigns (each and “Indemnified Party” and collectively, the “Indemnified Parties”) from and against any and all lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges and other expenses including attorney’s fees or liabilities of every kind, nature or degree arising out of or in connection with the rights, responsibilities and obligations of Grantee under this Agreement (collectively, “Claims”), conditions contained therein, the location, construction, repair, removal, demolition, maintenance, use or occupancy of the Easement Area, or the breach or default by Grantee of any covenant or provision of this Agreement, except for any occurrence arising out of or resulting from the intentional torts or gross negligence of an Indemnified Party. Without limiting the foregoing, any and all such claims, suits, causes of action relating to personal injury, death, damage to property, defects in construction, rehabilitation, operation, maintenance, repair or restoration of the Easement Area or Property, alleged infringement of any tangible or intangible personal or real property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, is included in the indemnity. Grantee further agrees to investigate, handle, respond to, provide defense for, and defend any such Claims at its sole expense and agrees to bear all other costs and expenses related thereto even if the claim is groundless, false or fraudulent and if called upon by an Indemnified

Party, Grantee shall assume and defend not only itself but also the Indemnified Parties in connection with any Claims and any such defense shall be at no cost or expense whatsoever to the Indemnified Parties, provided that the Grantee shall, with consent of the Indemnified Parties, retain the right to select counsel of its own choosing. The indemnification obligations set forth herein shall survive termination of this Agreement for a period coincident with the statute of limitations period applicable to the offending act, omission or default.

7. Pre-Condition. Prior to Grantee accessing the Property, or the Easement Area, to perform any construction (including without limitation, any pre-construction activities), maintenance, inspection, repairs, rehabilitation, replacement, or removal of the Streetscape Improvements, Grantee shall (i) obtain Grantor's prior written approval of the Plans as provided in Section 4 hereof; and (ii) Grantee shall erect a barricade or fence of a type specified and installed in accordance with specifications submitted in advance by Grantee and approved in writing by Grantor, along all boundaries of the Easement Area which abut the balance of the Property, and thereafter Grantee shall maintain, repair and/or replace said barricade or fence at Grantee's sole cost and expense during the performance of any work whatsoever permitted by this Agreement in the Easement Area.

8. Default. In the event that the Grantee fails to comply with any of the obligations set forth in this Agreement, Grantor may give notice of default (hereinafter referred to as the "Notice") to the Grantee and the Grantee shall have (A) fifteen (15) days after such Notice to cure such default if such default is the failure to comply with Section 5 (hereinafter referred to as an "Insurance Default"), (B) twenty-one (21) days after such Notice to cure such default if such default can be cured solely by the payment of a sum of money and is not an Insurance Default (hereinafter referred to as a "Monetary Default"), or (C) thirty (30) days after such Notice to cure such default if such default cannot be cured solely by the payment of a sum of money and is for a failure to comply with any other Section of this Agreement, other than an Insurance Default (hereinafter referred to as "Other Default"), which together with an Insurance Default, and Money Default is hereinafter collectively referred to as a "Default"), provided such thirty (30) day period shall be extended for a reasonable period of time so long as Grantee commenced curing such Other Default within such thirty (30) day period and thereafter diligently pursues such cure to completion. In the event that the Grantee fails to cure any Default after receipt of the Notice from Grantor and the expiration of the cure period described in the aforesaid clauses (A) through (C) of the preceding sentence, then Grantor may cure the Default immediately and without further notice to the Grantee. In the event that Grantor exercises its right to cure a Default hereunder, the Grantee shall pay Grantor for the costs reasonably and actually incurred in doing so, all within the time provided pursuant to Florida's Local Government Prompt Payment Act, Fla. Stat. § 218.70, et seq. (2019)

Following any Default (which has not been cured within the applicable cure period, as same may be extended, all as set forth above) by Grantee, Grantor shall have the right to (1) obtain an injunction against any use of the Easement Area in violation of this Agreement, and (2) exercise all other rights available to Grantor at law or in equity, including, without limitation, bringing a legal action for damages incurred.

9. Litigation. In the event of any litigation in connection with this Agreement, the prevailing party shall be entitled to recover all actual reasonable costs in connection therewith, including, without limitation, reasonable attorneys' fees and such actual out-of-pocket costs and fees as may be incurred in connection with any appellate or bankruptcy proceedings.

10. No Liens Against the Easement Area. Grantee shall have no power or authority to incur any indebtedness giving a right to a lien of any kind or character upon the right, title or interest of the Grantor in and to the Easement Area, and no person or entity shall ever be entitled to any lien, directly or indirectly derived through or under the Grantee, or its agents, servants, employees, contractors or officers or on account of any act or omission of said Grantee as to the Easement Area. All persons or entities contracting with the Grantee, or furnishing materials, labor or services to said Grantee, or to its agents or servants, as well as all persons or entities shall be bound by this provision of the Agreement. Should any such lien be filed, Grantee shall or shall cause its contractor to discharge the same within thirty (30) days thereafter, by paying the same or by filing a bond, or otherwise, as permitted by law. Pursuant to Fla. Stat. § 713.01 (23), Grantee is not an "owner" under Florida's Construction Lien Law against whom a Claim of Lien may be perfected under Fla. Stat. § 713.08 (2019). Grantee shall not be deemed to be the agent of Grantor, so as to confer upon a laborer bestowing labor upon or within the Easement Area, or upon materialmen who furnish material incorporated in the construction and improvements upon the foregoing, a construction lien pursuant to Chapter 713, Florida Statutes or an equitable lien upon the Grantee's right, title or interest in and to the Easement Area. These provisions shall be deemed a notice under Section 713.10(1), Florida Statutes of the "non-liability" of the Grantor.

11. Notices. All notices given pursuant to this Agreement shall be in writing and shall be given by certified or registered United States mail, postage or delivery charge prepaid, return receipt requested, by personal delivery or by nationally recognized overnight express delivery service (such as FedEx) addressed to the person and address designated below:

As to Grantor:

FLL Andrews Development LLC
161 NW 6th Street, Suite 900
Miami, FL 33136
Attn: Eric Claussen

With Copy to:

Myles Tobin, General Counsel
FLL Andrews Development LLC
161 NW 6th Street, Suite 900
Miami, FL 33136

As to Grantee:

City Manager
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301

With copy to:

City Attorney
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301

The person and address to which notices are to be given may be changed at any time by any party upon written notice to the other parties. All notices given pursuant to this Agreement shall be deemed given upon the date of delivery of the notice or other document, or in the case of refusal to accept delivery or inability to deliver the notice or other document, the date of the attempted delivery or refusal to accept delivery

12. Estoppel Certificates. Each of the parties hereto agree, promptly upon request from any other party hereto, to furnish from time to time in writing certificates containing truthful estoppel information and/or confirmations of the agreements, obligations and easements contained in this Agreement and otherwise in a form and substance reasonably satisfactory to the party from whom such certificate is sought, provided that the estoppel information sought does not amount to a modification, revision or amendment of the text of this Agreement.

13. Covenants Running with the Land. All terms, conditions, provisions, and obligations of this Agreement shall be covenants running with the land and shall inure to the benefit of and be binding upon the parties and their respective successors and assigns until the termination of this Agreement. Notwithstanding the foregoing, this Agreement shall automatically terminate if the Grantee fails to complete the construction of the Streetscape Improvements in the Easement Area within two (2) years from the Effective Date of this Agreement, if at any time the Easement Area ceases on a permanent basis to be used as a public pedestrian walkway, or upon the occurrence of the Termination Event. In such instances, if a termination occurs (except in the case of the Termination Event) and Grantor so requests, Grantee shall promptly remove the Streetscape Improvements or partially constructed Streetscape Improvements, as applicable, from the Easement Area. Removal shall be done in compliance with all applicable laws and regulations and in a manner that causes no damage or loss to the Property or Grantor's, or Grantor Users' property and that of their respective employees, agents and contractors. Grantee's obligations as set forth in this paragraph 13 shall survive the termination of this Agreement.

14. Third Party Beneficiary. The terms and provisions of this Agreement are for the benefit of the parties hereto and the public users of the Easement Area, and, except as herein specifically provided herein, no other person shall have any right or cause of action on account thereof.

15. Miscellaneous.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any legal action shall be Broward County, Florida.

(b) The paragraph headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof.

(c) Nothing in this Agreement shall be construed to make Grantor and Grantee partners or joint venturers or render any such party liable for the debts or obligations of the other.

(d) This Agreement may not be amended, modified or terminated except by written agreement of the Grantor and the Grantee (or their successors in title). Further, no modification or amendment shall be effective unless in writing, duly executed, acknowledged and recorded in the Public Records of Broward County, Florida.

(e) With respect to words used in this Agreement, the singular shall include the plural, the plural the singular and use of any gender shall include all genders.

(f) The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the rights of such party to require performance of that provision or to exercise any right, power or remedy hereunder, and any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any case shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

(g) The invalidation of any one of these covenants or provisions of this Agreement by judgment or court order shall in no way affect any other provisions hereof, which shall remain in full force and effect to the maximum extent possible, consistent with such invalidation.

(h) This Agreement may be executed in any number of counterparts and by the separate parties hereto in separate counterparts, each of which when taken together shall be deemed to be one and the same instrument.

(i) All of the parties to this Agreement have participated fully in the negotiation of this Agreement, and accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto.

(j) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings and arrangements, both oral and written, between the parties with respect thereto.

[REMAINDER OF PAGE INTENTIONALLY BLANK;
SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in
the presence of:

FLL Flagler Development LLC,
a Delaware limited liability company

Witness:

Print Name: _____

By: _____

Print Name: _____

Title: _____

Witness:

Print Name: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online this _____ day of _____, 2020, by _____, _____, of FLL Flagler Development LLC, a Delaware limited liability company, on behalf of said limited liability company, ☐ who is personally known to me or ☐ who has produced _____ as identification.

Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped

IN WITNESS WHEREOF, the said Grantee has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in
the presence of:

CITY OF FORT LAUDERDALE, a
municipal corporation of the State of Florida

Witness:

Print Name:_____

By:_____
Dean J. Trantalis, Mayor

Witness:

Print Name:_____

Witness:

Print Name:_____

By:_____
Christopher J. Lagerbloom, ICMA-CM
City Manager

Witness:

Print Name:_____

(SEAL)

ATTEST:

Approved as to form:
Alain E. Boileau

Jeffery A. Modarelli, City Clerk

James Brako, City Attorney

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online, this ____ day of _____, 2020, by DEAN J. TRANTALIS, Mayor of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale.

Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this by means of ☐ physical presence or ☐ online, this ____ day of _____, 2020, by CHRISTOPHER J. LAGERBLOOM, ICMA-CM, City Manager of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale.

Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

EXHIBIT "A"

Property

The South 112 feet of lot 2, lying West of Northwest 1st Avenue (Brickell Avenue) in Block 3 of the TOWN OF FORT LAUDERDALE, according to the Plat thereof, recorded in Plat Book B, Page 40, of the Public Records of Miami-Dade County, Florida, EXCEPTING THEREFROM that portion of said land as described in Special Warranty Deed dated March 17, 1953, and recorded in Deed Book 819, Page 528, of the Public Records of Broward County, Florida;

AND

Lots 1 and 2 of McCRAY SUBDIVISION of Lot 3, Block 3 of the TOWN OF FORT LAUDERDALE, according to the Plat thereof, as recorded in Plat Book 1, Page 69, of the Public Records of Miami-Dade County, Florida, LESS the West 50 feet thereof.

Said lands situate, lying and being in Broward County, Florida.

EXHIBIT “B”

Streetscape Improvements

[See attached]



EXHIBIT B:

EASEMENT #6:

1. Removed portion of the existing concrete curb and replace with new concrete curb with Americans with Disabilities (ADA) accessible ramp
2. Removed existing striping along the sidewalk and replace with new striping and parking spaces
3. Removed portion of existing sidewalk and replace with new sidewalk
4. Milling and resurfacing with new asphalt
5. Milling and resurfacing with stamped asphalt within the intersection

EASEMENT #6A:

1. Removed existing sidewalk and replace with sod
2. Removed existing asphalt apron and replace with sod

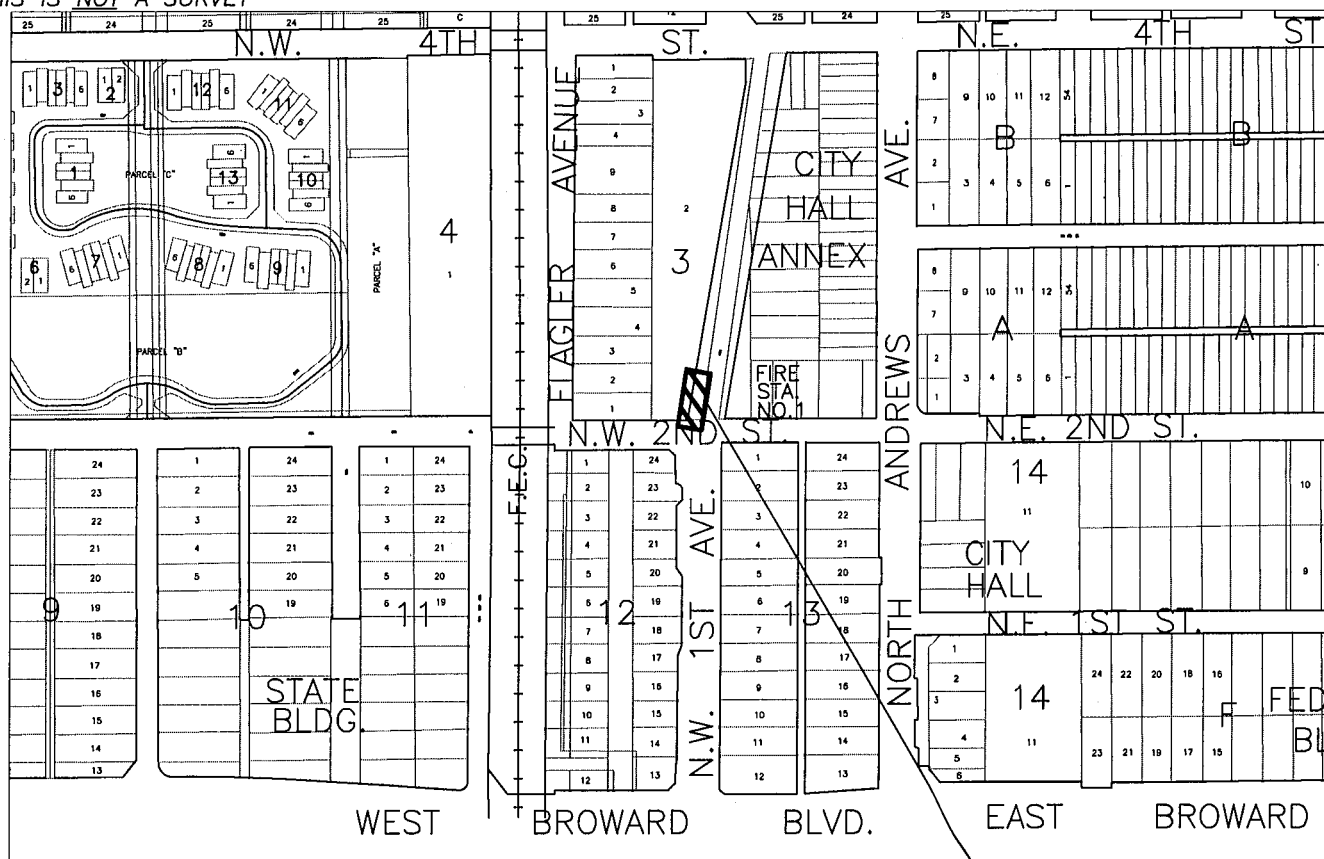
EXHIBIT “C”

Easement Area

[See attached]

SKETCH AND DESCRIPTION STREETSCAPE EASEMENT

THIS IS NOT A SURVEY



LOCATION MAP

N.T.S.

SKETCH LOCATION

DESCRIPTION: STREETSCAPE EASEMENT

A PORTION OF LOT 2, BLOCK 3, "TOWN OF FORT LAUDERDALE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "B", PAGE 40, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 2 AS IT NOW EXISTS; THENCE N 89°47'05" E, A DISTANCE OF 144.20 FEET; THENCE N 50°27'57" E, A DISTANCE OF 25.08 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 50°27'57" E, A DISTANCE OF 7.41 FEET; THENCE S 08°00'37" W ON A LINE 10.00 FEET WEST OF AND PARALLEL WITH THE WEST RIGHT OF WAY LINE OF BRICKELL AVENUE (NW 1ST AVE.), A DISTANCE OF 25.85 FEET; THENCE N 89°47'05" E, A DISTANCE OF 10.10 FEET; THENCE N 08°00'37" E ALONG THE WEST RIGHT OF WAY LINE OF BRICKELL AVENUE, A DISTANCE OF 113.00; THENCE N 79°07'10" W, A DISTANCE OF 14.65 FEET; THENCE S 63°57'00" W, A DISTANCE OF 2.39 FEET; THENCE S 00°22'31" W, A DISTANCE OF 25.07 FEET; THENCE S 20°26'00" W, A DISTANCE OF 8.00 FEET; THENCE S 08°00'37" W ON A LINE 15.00 FEET WEST OF AND PARALLEL WITH THE WEST RIGHT OF WAY LINE OF BRICKELL AVENUE, A DISTANCE OF 60.79 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA. CONTAINING 1592 SQUARE FEET OR 0.0366 ACRES MORE OR LESS.

NOTES:

- 1) BEARINGS ARE BASED UPON A GRID BEARING OF N 89°47'05" E, ALONG THE NORTH RIGHT OF WAY LINE OF NW 2ND ST.
- 2) THIS IS NOT A SKETCH OF SURVEY AND DOES NOT REPRESENT A FIELD SURVEY.
- 3) SUBJECT TO EXISTING EASEMENTS, RIGHT-OF WAYS, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORD, IF ANY
- 4) THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SHEET 1 OF 2

CERTIFIED TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATED: JUNE 14, 2019; JULY 1, 2020

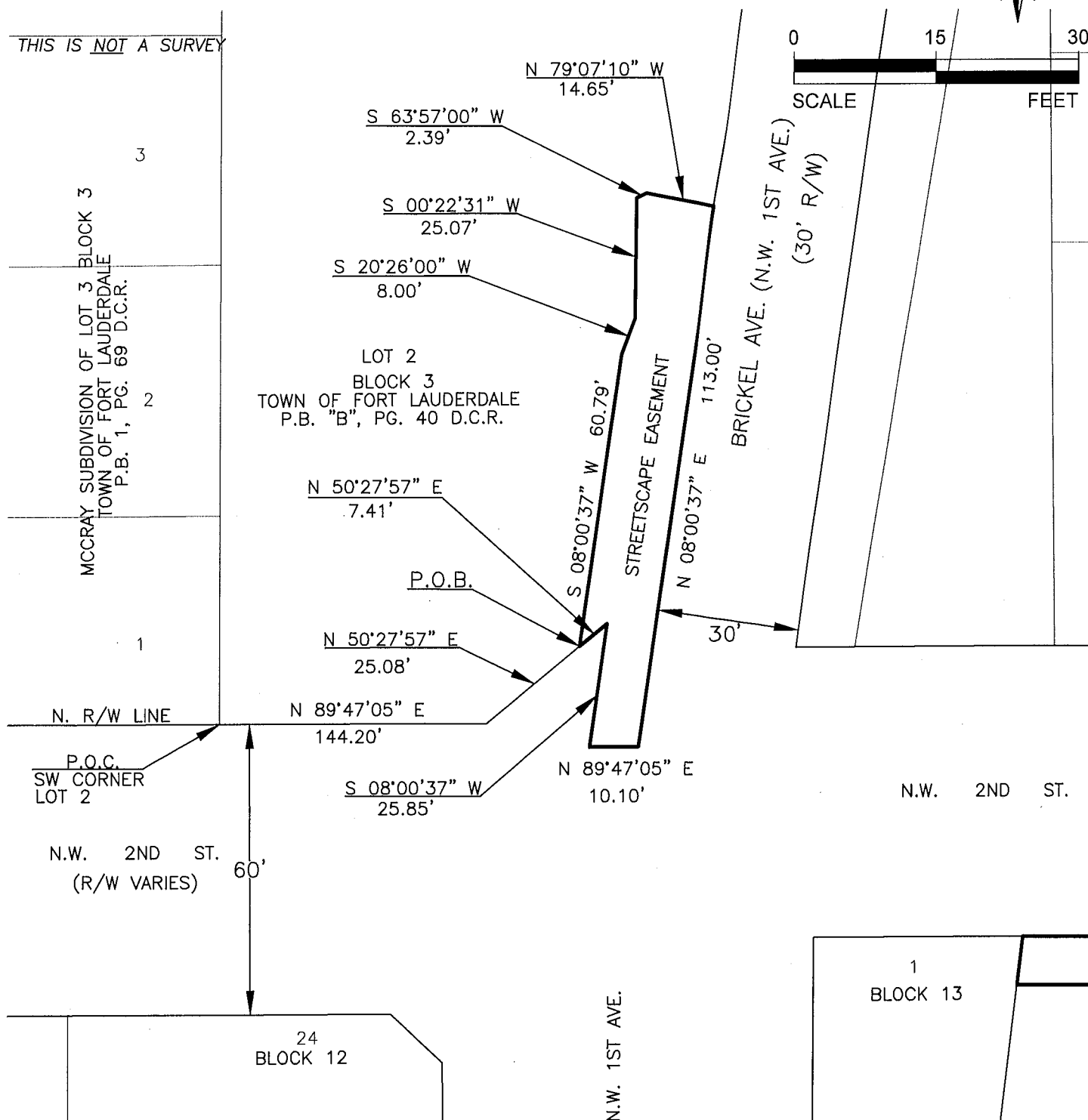
MICHAEL W. DONALDSON
PROFESSIONAL SURVEYOR AND MAPPER NO. 6490
STATE OF FLORIDA

CITY OF FORT LAUDERDALE

EXHIBIT 1

PLAT BOOK "B", PAGE 40
PORTION OF LOT 2, BLOCK 3
STREETSCAPE EASEMENT

BY: M.D.	ENGINEERING	DATE: 7/1/2020
CHK'D M.D.	DIVISION	SCALE: 1"=30'



SHEET 1 OF 2

CITY OF FORT LAUDERDALE

EXHIBIT 1

PLAT BOOK "B", PAGE 40
PORTION OF LOT 2, BLOCK 3
STREETSCAPE EASEMENT

BY: M.D.

ENGINEERING
DIVISION

DATE: 7/1/2020

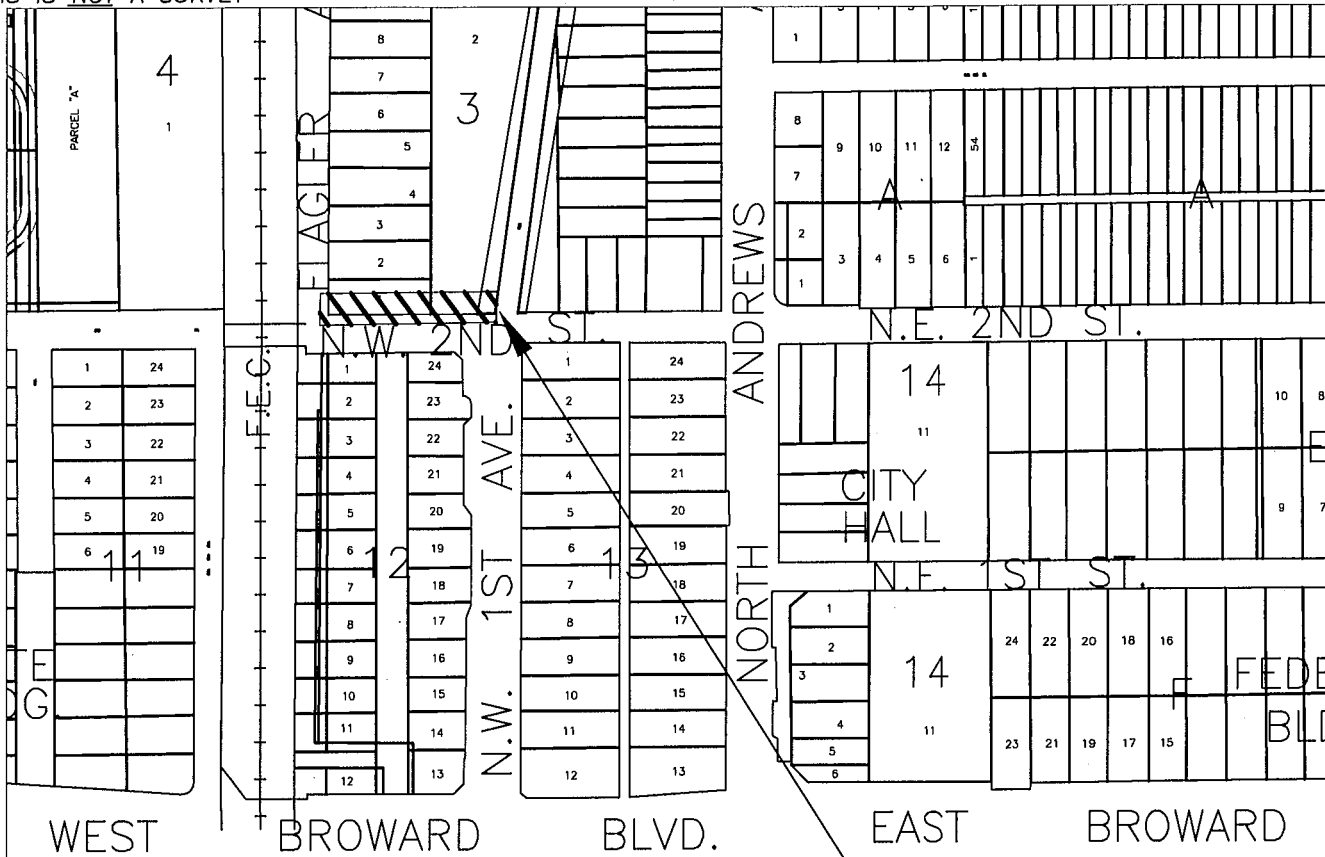
CHK'D M.D.

SCALE: 1"=30'

SKETCH AND DESCRIPTION

STREETSCAPE EASEMENT

THIS IS NOT A SURVEY



LOCATION MAP

N.T.S.

SKETCH LOCATION

DESCRIPTION: STREETSCAPE EASEMENT

A PORTION OF LOT 2, BLOCK 3, "TOWN OF FORT LAUDERDALE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "B", PAGE 40, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA. TOGETHER WITH A PORTION OF LOT 1, "MCCRAY SUBDIVISION OF LOT 3 BLOCK 3 TOWN OF FORT LAUDERDALE" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 69, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1, "MCCRAY SUBDIVISION OF LOT 3 BLOCK 3, TOWN OF FORT LAUDERDALE" THENCE N 00°05'41" E, A DISTANCE OF 12.00 FEET; THENCE N 89°47'05" E, A DISTANCE OF 203.39 FEET; THENCE S 50°27'57" W, A DISTANCE OF 11.05 FEET; THENCE S 89°47'05" W ON A LINE 7.00 FEET NORTH OF AND PARALLEL WITH THE NORTH RIGHT OF WAY LINE OF NW 2 STREET (NW 1ST AVE.), A DISTANCE OF 144.20 FEET; THENCE S 00°12'55" E, A DISTANCE OF 5.00 FEET; THENCE S 89°47'05" W ALONG THE NORTH RIGHT OF WAY LINE OF NW 2 STREET, A DISTANCE OF 50.71; TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA. CONTAINING 1647 SQUARE FEET OR 0.0378 ACRES MORE OR LESS.

NOTES:

- 1) BEARINGS ARE BASED UPON A GRID BEARING OF N 00°05'41" E, ALONG THE WEST RIGHT OF WAY LINE OF N. FLAGLER AVE.
- 2) THIS IS NOT A SKETCH OF SURVEY AND DOES NOT REPRESENT A FIELD SURVEY.
- 3) SUBJECT TO EXISTING EASEMENTS, RIGHT-OF WAYS, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORD, IF ANY
- 4) THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SHEET 1 OF 2

CERTIFIED TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATED: JUNE 8, 2020; JULY 2, 2020

MICHAEL W. DONALDSON
PROFESSIONAL SURVEYOR AND MAPPER NO. 6490
STATE OF FLORIDA

CITY OF FORT LAUDERDALE

EXHIBIT 1

PLAT BOOK "B", PAGE 40; PORTION OF LOT 2
PLAT BOOK 1, PAGE 68; PORTION OF LOT 1
STREETSCAPE EASEMENT

BY: M.D.

ENGINEERING
DIVISION

DATE: 7/2/2020

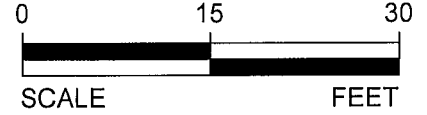
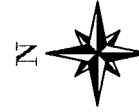
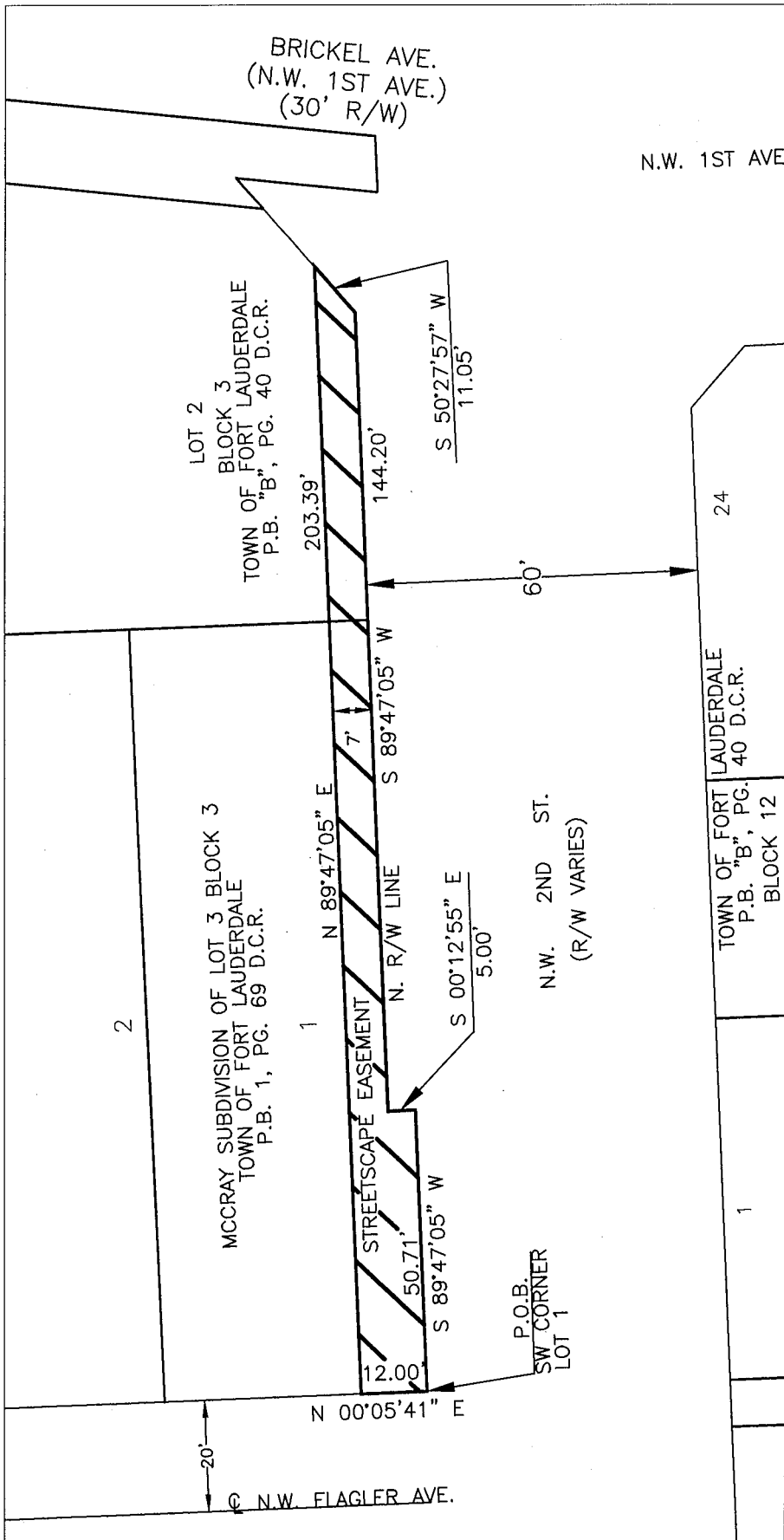
CHK'D M.D.

SCALE: 1"=30'

SKETCH AND DESCRIPTION

STREETSCAPE EASEMENT

THIS IS NOT A SURVEY



LEGEND:

P.O.B. DENOTES POINT OF BEGINNING
P.B. DENOTES PLAT BOOK
PG. DENOTES PAGE
D.C.R. DENOTES DADE COUNTY RECORDS
R/W DENOTES RIGHT OF WAY
CONST. DENOTES CONSTRUCTION
N.T.S. DENOTES NOT TO SCALE

SHEET 2 OF 2

CITY OF FORT LAUDERDALE

EXHIBIT 1

PLAT BOOK "B", PAGE 40; PORTION OF LOT 2
PLAT BOOK 1, PAGE 68; PORTION OF LOT 1
STREETSCAPE EASEMENT

BY: M.D.

ENGINEERING
DIVISION

DATE: 7/2/2020

CHK'D M.D.

SCALE: 1"=30'