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 954-828-6631 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

- Easement Vacation $ 680.00
- Right-of-Way Vacation $ 780.00
- Agreements with the City * $ 100.00
- 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 of 1 | Approval by: Ella Parker, Urban Design & Planning
Uncontrolled in hard copy unless otherwise marked

Updated 3/25/2013

DRC_AxayROWApp
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 FV Development LLC and Building Better Communities 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

E-mail Address

Phone Number

Proof of Ownership [ ] Warranty Deed or [ ] Tax Record

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

Applicant / Agent’s Name Andrew J. Schein, Esq. / Lochrie & Chakas, P.A.

Applicant / Agent’s Signature ____________________________

Address, City, State, Zip 1401 East Broward Boulevard, Suite 303, Fort Lauderdale, FL 33301

E-mail Address ASchein@Lochnerlaw.com

Phone Number 954-617-8919

Letter of Consent Submitted Yes

Development / Project Name Village View

Development / Project Address ______________________________________________

Legal Description See survey for full legal description of the property.

Tax ID Folio Numbers 494234076200 and 494234076192

(For all parcels in development)

Request / Description of Project Vacation of an access easement, recorded in Official Records Book 28950, Page 1617 of the public records of Broward County

Applicable ULDR Sections ULDR Section 47-24.7

Total Estimated Cost of Project $ (Including land costs)

Current Land Use Designation DRAC

Current Zoning Designation RAC-UV

Current Use of Property Vacant

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

<table>
<thead>
<tr>
<th>Name and Signature</th>
<th>Folio Number</th>
<th>Subdivision</th>
<th>Block</th>
<th>Lot</th>
</tr>
</thead>
</table>

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

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

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

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

Updated: 2/26/2013
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 ½" 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;

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**Applicant’s Affidavit**
I acknowledge that the Required Documentation and Technical Specifications of the application are met:

**Print Name**

**Signature**

**Date**

---

**Staff Intake Review**
For Urban Design & Planning Division use only:

**Date**

**Received By**

**Tech. Specs Reviewed By**

**Case No.**

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Updated: 2/25/2013

DRC_AisleROWApp
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.
I. General Description of Request.

HTG Village View LLC (“Applicant”) is proposing to develop a multifamily affordable housing development (the “Project”) on the property generally located at 640 North Andrews Avenue (the “Property”). A portion of the alley that previously bisected the Property was vacated pursuant to Ordinance No. C-97-15, recorded in Official Records Book 26690, Page 0282 of the public records of Broward County, Florida (“Vacation Ordinance”). Section 6 of the Vacation Ordinance required that an Engineer’s Certificate, stating that all conditions of the Vacation Ordinance have been met, be recorded in the public records of Broward County. This Engineer’s Certificate was recorded on May 16, 2000 in Official Records Book 30503, Page 0560 in the public records of Broward County and is included with this submission.

Although the Vacation Ordinance did not require the subsequent granting of utility/access easements over the vacated alley, the previous owner nevertheless granted two (2) easements over the vacated alley. Applicant is proposing to vacate the portion of the easement area that is included on the site of the Project. A sketch and legal description of the area to be vacated is included with this submission (“Easement Vacation Area”).

The previous owner granted an easement for utilities/pedestrian and vehicular access over the Easement Vacation Area pursuant to the easement deed recorded in Official Records Book 28950, Page 1612 of the public records of Broward County. The previous owner granted another vehicular and pedestrian access easement over the Easement Vacation Area pursuant to the easement deed recorded in Official Records Book 30180, Page 1135 of the public records of Broward County. Applicant is proposing to vacate a portion of both of these easements, which are located on the same area of land.


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

RESPONSE: The Project includes the relocation of all utilities that are within the Easement Area. The Project also includes a mid-block crossing from NE 1st Avenue to Andrews Avenue. Once the utilities are relocated and the Project is constructed, the Easement Vacation Area will no longer be needed for public purposes. If
required as a condition of approval, the Applicant will grant a utility easement to the City and/or any private utility provider for access to the relocated utilities.

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: There is existing sewer infrastructure and overhead power lines within the Easement Vacation Area. This infrastructure will be relocated as part of the Project. If required as a condition of approval, the Applicant will grant a utility easement to the City and/or any private utility provider for access to the relocated infrastructure/utilities.

Applicant will provide letters of no objection from any utility facilities located within the Easement Vacation Area.
PREPARED BY AND RETURN TO:  
Sharon P. Miller  
City of Fort Lauderdale  
P.O. Box 14250  
Fort Lauderdale, Florida  33302  

EASEMENT DEED NO.  

THIS INDENTURE, made this 15th day of May, 1997, between:  

LIGHTHOUSE OF BROWARD COUNTY, INC., a Florida non-profit corporation, of the County of Broward of the State of Florida, Grantor*,  

and  

CITY OF FORT LAUDERDALE, a municipal corporation existing under the laws of the State of Florida, whose Post Office address is P.O. Drawer 14250, Fort Lauderdale, Florida, 33302, of the County of Broward, State of Florida, Grantee.  

W IT N E S S E T H:  

That Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable considerations, receipt of which is hereby acknowledged, has granted, bargained and sold unto the Grantee, its successors and assigns a non-exclusive easement for utilities including electric, cable, telephone, stormwater and drainage uses and governmental and emergency vehicular and pedestrian access over, along and through, that certain parcel of land situated, lying and being in Fort Lauderdale, Broward County, Florida, described as follows:  

See Legal Description attached hereto as Exhibit "A",  

hereinafter referred to as "Easement". Grantor shall maintain and repair the Easement and the pavement lying thereon in good repair and shall pay all costs associated therewith. Grantor shall not alter or remove any portion of the pavement located on the Easement without the
prior written approval of Grantee. Grantor reserves the right to block access to the north and south ends of the Easement by means of a gate which must open to a width at least as wide as the width of the Easement. The gate may be locked with a lock which is capable of being cut. Grantor shall provide a phone number for users of the Easement to gain access to the Easement when it is locked, but in the event the gate is not open within the time needed by an Easement user to enter the Easement area, the user may cut and remove the lock in order to gain access and Grantor shall be responsible for replacing the lock. Grantee and other Easement users shall have the right to enter and exit the Easement area at any time at no cost to Grantee or the users; it being understood that this Easement is for governmental, emergency and utility purposes only. In the event Grantor fails to properly maintain and repair the Easement and pavement thereon in good repair, Grantee shall have the right to make such repairs and cause a lien to be recorded against the property underlying and abutting the Easement for such costs. In the event Grantee’s or other Easement users maintenance, repair or replacement of its utilities requires cutting of the pavement over the Easement area, Grantee or other Easement users shall at its expense, restore the pavement to the condition it was in prior to the damage.

* ("Grantor" and "Grantee" are used for singular or plural, as context requires.)

TO HAVE AND TO HOLD the same unto the respective party, its successors and assigns forever.

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

Signed, Sealed and Delivered
in the presence of:

[Witness-print or type name]

[Witness-print or type name]

LighthousE OF Broward County, INC.

By:

Title: EXECUTIVE DIRECTOR

Attest:

SECRETARY, Lorrie Schwartz

- 2 -
STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this May 15, 1997, by Victoria Herson and (did) take an oath.

(SEAL)

Mary Susan Lewis
Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

Name of Notary Typed,
Printed or Stamped

Name of Acknowledger Typed,
Printed or Stamped


Commission Number

APPROVED:

Victor

Real Estate Officer II

APPROVED AS TO FORM:

Sharon P. Niles
City Attorney

SPM/lighthouse1
SKETCH AND DESCRIPTION

A portion of that certain 15 foot alley lying in Block 3, PRAIRIEWOOD
according to the plat thereof recorded in Plat Book 2, Page 18, of the public
records of Dade County, Florida, and line boundaries as follows:

Bounded on the North by the South right-of-way line of Northeast 7th
Street; said right-of-way line also being the Eastern extension of the North
line of Lot 40, of said Block 319;

Bounded on the West by the East line of Lots 35 through 48, inclusive, of
said Block 319;

Bounded on the South by the Eastern extension of the South line of said
Lot 35 Block 319;

And bounded on the East by the West lines of Lots 1 through 14,
inclusive, of said Block 319;

and land situate, lying and being in the City of Fort Lauderdale, Dade
County, Florida, and containing 2,273 square feet or 0.05 acres more or
less.

Certified correct. Dated at Fort Lauderdale, Florida, this 26th day of June, 1996.

[Signature]
McLAUGHLIN ENGINEERING CO.

NOTES:
(1) THIS IS NOT A SURVEY.
(2) This Sketch reflects all easements and right-of-way
as shown on the above referenced plat. The subject
property was not abstracted for other easements,
road reservations, or right-of-way of record by
McLaughlin Engineering Co.
(3) Description prepared by McLaughlin Engineering
Co., this 26th day of June, 1996, and does not infer title or ownership.
(4) SQ FT = Square feet, C = Centerline, R/W = Right-of-way.
(5) THIS DRAWING IS NOT VALID UNLESS SEALED WITH AN EMBOSSED
SURVEYORS SEAL.
JOINDER, CONSENT AND PARTIAL RELEASE BY MORTGAGEE/LIENHOLDER

THIS INDENTURE, made this 15 day of May, 1997, by and between:

FORT LAUDERDALE LIGHTHOUSE FOR THE BLIND, INC.
hereinafter "MORTGAGEE" (or other lienholder title),

and

CITY OF FORT LAUDERDALE, of the County of Broward, State of Florida,
hereinafter "CITY".

WITNESSETH:

That (MORTGAGEE/LIENHOLDER), the holder of that certain mortgage/lien executed by Fort Lauderdale Children's Theatre Inc., dated September 27, 1994, recorded October 13, 1994, at Official Records Book 22776, Page 588 of the Public Records of Broward County, Florida, being in the original principal sum of Nine Thousand Seven Hundred Ninety Seven & 24/100 Dollars ($9,797.24), in consideration of Ten Dollars ($10.00) and other good and valuable considerations received from CITY, does hereby join and consent to execution and delivery of the foregoing (Warranty Deed/Easement) and does furthermore release from the lien of the above-referenced (mortgage/lien) the real property described in that Warranty Deed/Easement, without impairing the lien of the above-described (mortgage/lien) on the remaining portion of the property described in said (mortgage/lien).

IN WITNESS OF THE FOREGOING, the (Mortgagee/Lienholder's) has set (Mortgagee's/Lienholder's) hand and seal the day and year first written above.

WITNESSES:  

ROZ RECOVSKY  

SALLY GROSS

STATE OF  

COUNTY OF  

Florida

Fort Lauderdale Lighthouse For The Blind, Inc.

By:  

VICTORIA HERSEN  

EXECUTIVE DIRECTOR  

(Corporate Seal)

The foregoing instrument was acknowledged before me this 15 day of May, 1997 by VICTORIA HERSEN, Executive Director, who is personally known to me or has produced as identification and who did not (did) take an oath.

(SEAL)

NOTARY PUBLIC, STATE OF FLORIDA  
(Signature of Notary taking Acknowledgment)

DONNA L TERRY  

Name of Notary Typewritten, Printed or Stamped

My Commission Expires:

*of the Fort Lauderdale Lighthouse For The Blind, Inc.

RE: Lot 16, Block 319 of PROGRESSO, a Subdivision, 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.
EASEMENT DEED NO. ____________

THIS INDENTURE, made this 16th day of May, 1997, between:

THE FORT LAUDERDALE CHILDREN'S THEATRE, INC., a Florida non-profit corporation, of the County of Broward of the State of Florida, Grantor*,

and

CITY OF FORT LAUDERDALE, a municipal corporation existing under the laws of the State of Florida, whose Post Office address is P.O. Drawer 14250, Fort Lauderdale, Florida, 33302, of the County of Broward, State of Florida, Grantee.

WITNESSETH:

That the said Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, receipt of which is hereby acknowledged, has granted, bargained and sold unto the said Grantee, its successors and assigns an easement for right-of-way, utilities and all other public purposes as Grantee may deem necessary over, along, through, in, above and under that certain parcel of land situated, lying and being in Fort Lauderdale, Broward County, Florida, described as follows:

See Legal Description attached hereto as Exhibit "A".

The Grantor shall be responsible for constructing a paved right-of-way over the easement area in accordance with the standards and specification of the City of Fort Lauderdale Engineer at Grantor's expense. The right-of-way will be deemed completed upon
issuance of a certificate of completion by the office of the City Engineer, which certificate is recorded in the Public Records of Broward County, Florida.

* ("Grantor" and "Grantee" are used for singular or plural, as context requires.)

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

IN WITNESS WHEREOF, the Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, Sealed and Delivered in the presence of:

[Signature]

[Witness-print or type name]

[Signature]

[Witness-print or type name]

(Corporate Seal)

THE FORT LAUDERDALE CHILDREN'S THEATRE, INC.

By: [Signature]

Title: President

Attest:

[Signature]

SECRETARY

STATE OF Florida:

COUNTY OF Broward:

The foregoing instrument was acknowledged before me this 21st day of June, 1987, by [Signature] and [Signature], as President and Secretary, respectively, of THE FORT LAUDERDALE CHILDREN'S THEATRE, INC., a Florida non-profit corporation, on behalf of the corporation. They
are personally known to me or have produced as identification and did not
did) take an oath.

(SEAL)

Notary Public, State of Florida
(Signature of Notary taking
Acknowledgment)

DONNA L. TERRY

Name of Notary Typed,
Printed or Stamped

My Commission Expires:

Commission Number

APPROVED:

Real Estate Officer II

APPROVED AS TO FORM:

Asst City Attorney

SPM/lighthouse2
SKETCH AND DESCRIPTION
PROPOSED ALLEY

Lot 155 Block 319, PROGRESSO, according to the plat thereof recorded in Plat Book 2, Page 16, of the public records of Dade County, Florida.

Said land situate, lying and being in the City of Fort Lauderdale, Broward County, Florida, and containing 3,186 square feet or 0.0732 Acres more or less.

Certified correct. Dated at Fort Lauderdale, Florida, this 23th day of December, 1996.

NOTES:
(1) THIS IS NOT A SURVEY
(2) This sketch reflects all easements and rights-of-way as shown on the above referenced plat. The subject property was not abstracted for other easements, road reservations or rights-of-way of record by McLaughlin Engineering Co.
(3) Description prepared by McLaughlin Engineering Co. this 23th day of December, 1996 and does not infer title or ownership.
(4) SQ.FT=Square Feet, N.E.=Northeast, =Centerline
(5) THIS DRAWING IS NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYORS SEAL.
A portion of Lot 16, Block 319, PROGRESSO, according to the plat thereof records in Plat Book 2, Page 18, of the public records of Dade County, Florida, more fully described as follows:

Beginning at the Northwest corner of said Lot 16, thence East on the North line of said Lot 16, a distance of 25.00 feet, thence Southwesterly, making an included angle of 45° 00' 00", a distance of 35.26 feet; thence Northwesterly, making an included angle of 45° 00' 00", a distance of 25.00 feet to the Point of Beginning.

Said land situates, lying and being in the City of Fort Lauderdale, Broward County, Florida, and containing 313 square feet or 0.0072 acres more or less.

Revised Legal Description this 3rd. day of February, 1997.

Certified correct. Dated at Fort Lauderdale, Florida, this 23rd day of December, 1995.

NOTES:
(1) THIS IS NOT A SURVEY
(2) This sketch reflects all easements and rights-of-way as shown on the above referenced plat. The subject property was not abstracted for other easements, road reservations or rights-of-way of record by McLaughlin Engineering Co.
(3) Description prepared by McLaughlin Engineering Co. this 23rd day of December, 1995 and does not infer title or ownership.
(4) SQ.FT = Square Feet, N.E. = Northeast, + = Centerline.
(5) THIS DRAWING IS NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.

FIELD BOOK NO. N/A
JOB ORDER NO. 5-6973
DRAWN BY: ORB
CHECKED BY: C.A.W.

Exhibit "A"
Page 2 of 2
EASEMENT DEED

THIS INDENTURE, made this 2nd day of March, 1996, by and between:

THE FORT LAUDERDALE CHILDREN'S THEATRE, INC., a Florida non-profit corporation, of the County of Broward of the State of Florida, "GRANTOR",

and

CITY OF FORT LAUDERDALE, a Florida municipal corporation existing under the laws of the State of Florida, whose Post Office address is P.O. Drawer 14250, Fort Lauderdale, Florida 33302-4250; of the County of Broward, State of Florida, "GRANTEE".

WITNESSETH:

That said GRANTOR, for and in consideration of the sum of TEN DOLLARS ($10.00), and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt of which is acknowledged, has granted, bargained and sold unto the said Grantee, its successors and assigns an easement for emergency and governmental vehicular and pedestrian access to the properties abutting the easement area, utilities and all other

DEFERRED ITEM
Return Document To Business Operations
public purposes as Grantee may deem necessary over, along, through, in, above and under that certain parcel of land situated, lying and being in Fort Lauderdale, Broward County, Florida, described as follows:

See Legal Description attached hereto as Exhibit "A", hereinafter referred to as "Easement".

Grantor shall maintain and repair the Easement and the pavement lying thereon in good repair and shall pay all costs associated therewith. Grantor shall not alter or remove any portion of the pavement located on the Easement without the prior written approval of Grantee. Grantor reserves the right to block access to the south end and the north end of the Easement by constructing a gate across the Easement area, subject to the Grantor providing twenty-four (24) hour access to the Easement area to Bell South, Florida Power & Light Company, the Grantee's Engineering and Utilities Division of Public Services and such other utility, government or emergency user as requested by City, by means such as an access card or key, such means to be reasonably acceptable to Grantee's City Engineer as evidenced by written consent. The gates installed by Grantor shall be of at least equal width with the current width of the easement area and must be approved by the City Engineer prior to construction. Grantee and other utility, government or emergency users shall have the right to enter and exit the Easement area at any time at no cost to Grantee or other users, it being understood that this Easement is for governmental, emergency and utility purposes only. In the event Grantee or other authorized user cannot gain access to the Easement area due to the failure of the Grantor to provide the necessary key or other means of access, Grantee or other user may forcibly enter the Easement area and any damage to the gates or other structure blocking access shall be made at the cost of the Grantor. In the event Grantor fails to properly maintain and repair the Easement and pavement thereon in good repair, Grantee shall have the right to make such repairs and cause a lien to be recorded against Grantor's property underlying and abutting the Easement for such costs. In the event Grantee's maintenance, repair or replacement of its utilities requires cutting of the pavement over the Easement area, Grantee shall at its expense, restore the pavement to the condition it was in prior to the damage. Grantor agrees that no vehicles shall be parked or other obstructions placed in the Easement area and if Grantee deems it necessary, it may after verbal notice to Grantor, remove such vehicles or other obstruction and assess the Grantor the cost of removal.
*("Grantor" and "Grantee" are used for singular or plural, as context requires.)*

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

IN WITNESS WHEREOF, the Grantor has hereunto set Grantor's hand and seal the day and year first above written.

WITNESSES:                  THE FORT LAUDERDALE CHILDREN'S THEATRE, INC.

[Witness print/type name]    

BY: Carole E. Ries
Title: President/CEO

Attest:                        

Carole E. Ries
Corporate Secretary

STATE OF FLORIDA:  
COUNTY OF BROWARD:  

The foregoing instrument was acknowledged before me this March 2, 1999 by Carole E. Ries and

- 3 -
Executive Director of THE FORT LAUDERDALE CHILDREN'S THEATRE, INC., a Florida non-profit corporation. They are personally known to me or have produced as identification and did not (did) take an oath.

(SEAL)

Notary Public, State of Florida
Signature of Notary taking Acknowledgment)

MARY SUSAN COVIN
Name of Notary Typed, Printed or Stamped

My Commission Expires:

9/26/2000
Commission Number

APPROVED:

Real Estate Officer II

APPROVED AS TO FORM:

City Attorney

SPM/children
SKETCH AND DESCRIPTION

A portion of that certain 15 foot alley lying in Block 15, PROGRESO, according to the plat thereof recorded in Plat Book 16, Page 18, of the Public Records of Hall County, Florida and bounded as follows:

Bounded on the North by the South right-of-way line of South 7th Street; said right-of-way line also being the Eastern extension of the North line of Lot 48, of said Block 319.

Bounded on the West by the East line of Lots 47 through 35, inclusive, of said Block 319.

Continued on the South by the Eastern extension of the South line of said Lot 48, Block 319.

And bounded on the East by the West lines of Lots 1 through 14, inclusive, of said Block 319.

Said alley lying and being in the City of Fort Lauderdale, Broward County, Florida, and containing 5250 square feet or thereabout.

Revised legal description has been on the 21st day of March, 1977.

Certified correct. Dated at Fort Lauderdale, Florida, this 26th day of June, 1996.

McLaughlin Engineering Co.

NOTES:

1. THIS IS NOT A SURVEY.

2. This Sketch reflects all easements and right-of-way as shown on the above referenced plat. The subject property was not adjusted for any easements, road reservations, or rights-of-way of record by McLaughlin Engineering Co.

3. Description prepared by McLaughlin Engineering Co. this 26th day of June, 1996, and does not infer title or ownership.


5. THIS DRAWING IS NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYORS SEAL.