VACATION OF
NE 8th STREET
RIGHT-OF-WAY
CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA

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

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

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

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

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

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

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

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

☐ 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)
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.

### Case Number
V19008

### Date of complete submittal

#### NOTE: To be filled out by Department

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

<table>
<thead>
<tr>
<th>Property Owner’s Name</th>
<th>Holman Automotive, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property Owner’s Signature</td>
<td>If a signed agent letter is provided, no signature is required on the application by the owner.</td>
</tr>
<tr>
<td>Address, City, State, Zip</td>
<td>c/o 200 E. Broward Blvd. Suite 1800 Ft. Laud FL 33301</td>
</tr>
<tr>
<td>E-mail Address</td>
<td>c/o <a href="mailto:Marla.Neufeld@gmlaw.com">Marla.Neufeld@gmlaw.com</a></td>
</tr>
<tr>
<td>Phone Number</td>
<td>(954) 761-2929</td>
</tr>
<tr>
<td>Proof of Ownership</td>
<td>Warranty Deed or Tax Record</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Applicant / Agent’s Name</th>
<th>Greenspoon Marder LLP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Applicant / Agent’s Signature</td>
<td>/s Marla Neufeld</td>
</tr>
<tr>
<td>Address, City, State, Zip</td>
<td>200 E. Broward Blvd., Suite 1800 Ft. Lauderdale, FL 33301</td>
</tr>
<tr>
<td>E-mail Address</td>
<td><a href="mailto:Marla.Neufeld@gmlaw.com">Marla.Neufeld@gmlaw.com</a></td>
</tr>
<tr>
<td>Phone Number</td>
<td>(954) 761-2929</td>
</tr>
<tr>
<td>Letter of Consent Submitted</td>
<td>Yes</td>
</tr>
</tbody>
</table>

#### Development / Project Name
Holman's Vacation of ROW on Portion of NE 8th Street

#### Development / Project Address
Existing: Portion of NE 8th Street
New: Same

#### Legal Description
See attached legal.

#### Tax ID Folio Numbers
(For all parcels in development)
- 4942-34-06-2620
- 4942-34-07-1500

#### Request / Description of Project
See enclosed narrative

#### Applicable ULDR Sections
Sec. 47.24.6 - Vacation of easement

#### Total Estimated Cost of Project
$ NA (Including land costs)

#### Current Land Use Designation
NW-RAC

#### Current Zoning Designation
NWRAC-MUNE

#### Current Use of Property
Right-of-Way

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### 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

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

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

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

Updated: 2/25/2013
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 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;

<table>
<thead>
<tr>
<th>Applicant’s Affidavit</th>
<th>Staff Intake Review</th>
</tr>
</thead>
<tbody>
<tr>
<td>I acknowledge that the Required Documentation and Technical Specifications of the application are met:</td>
<td>For Urban Design &amp; Planning Division use only:</td>
</tr>
<tr>
<td>Print Name</td>
<td>Date</td>
</tr>
<tr>
<td>Signature</td>
<td>Received By</td>
</tr>
<tr>
<td>Date</td>
<td>Tech. Specs</td>
</tr>
<tr>
<td></td>
<td>Reviewed By</td>
</tr>
<tr>
<td></td>
<td>Case No.</td>
</tr>
</tbody>
</table>
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 33301

IF UNAVAILABLE CONTACT: __________ RELATIONSHIP OR TITLE Owner
ADDRESS: 200 E. Broward Blvd., Suite 1800 Ft. Laud., FL 33301

ADDRESS AND LEGAL DESCRIPTION OF PREMISES OR AREA AFFECTED.

SITE ADDRESS: ___________________________ ZONED: ________
LEGAL DESCRIPTION: ____________________________________________

DISCUSSION ITEM: vacation of right-of-way

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, size11”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.

Updated: 2/25/2013
DRC_AlleyROWApp
Property located north of NE 8th Street Right of Way

Property located south of NE 8th Street Right of Way
LEGAL DESCRIPTION

A portion of N.E. 8th Street 40' Right-of-Way as dedicated by PROGRESSO according to the plat thereof as recorded in Plat Book 2 at Page 18 of the Public Records of Dade County, Florida, described as follows:

BEGINNING at the Southwest corner of Block 257 of said plat run South 02°34'17" West, 46.00 feet to an intersection with the southerly Right-of-Way line of said N.E. 8th Street;

thence run South 87°23'38" East along the southerly Right-of-Way line of said N.E. 8th Street, 127.50 feet;

thence run North 02°34'17" East, 40.00 feet to an intersection with the northerly Right-of-Way line of said N.E. 8th Street;

thence run North 87°23'38" West (basis of bearings on an assumed meridian) along the northerly Right-of-Way line of said N.E. 8th Street. 127.50 feet to the POINT OF BEGINNING.

Said lands situate, lying and being in the City of Fort Lauderdale, Broward County, Florida.

NOTES:

1. NOTE: NOT VALID WITHOUT THE SIGNATURE AND THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. THIS IS NOT A SKETCH OF SURVEY. IT IS ONLY THE GRAPHIC REPRESENTATION OF THE DESCRIPTION DEPICTED HEREON.

2. THIS SKETCH & LEGAL DESCRIPTION CONSISTS OF TWO (2) SHEETS & IS NOT COMPLETE WITHOUT BOTH SHEETS.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE LEGAL DESCRIPTION AND SKETCH SHOWN HEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

PREPARED BY:

DAVID A. FRADLEY
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA LICENSE NUMBER 3458

DATE: __________

PORTION OF N.E. 8TH STREET
40' RIGHT-OF-WAY PER PLAT BOOK 2, PAGE 18, DCR

SKETCH & DESCRIPTION

WINNINGHAM & FRADLEY, INC.
ENGINEERS • PLANNERS • SURVEYORS
331 N.E. 14th Street • Oakland Park, FL 33334
954.771.7440 • Fax 954.771.0298 • FLB0002995

DRAWN: AMF DATE: 06/17/19 PROJECT NUMBER SHEET
CHECKED: DAF DATE: 06/17/19 19019 SHEET 1
PORTION OF N.E. 8TH STREET
40' RIGHT-OF-WAY PER PLAT BOOK 2, PAGE 18, DCR

SKETCH & DESCRIPTION

THIS IS NOT A SURVEY

WINNINGHAM & FRADLEY, INC.
ENGINEERS • PLANNERS • SURVEYORS
111 N. E. 4TH STREET • OAKLAND PARK, FL 33334
954.771.7440 fax 954.771.0298 • DBA 0002995 LSB 0002995

DESIGNED: AMF DATE: 06/17/19 PUBLISHED: 6/20/2019, 3:00:13 PM
DRAWN: AMF DATE: 06/17/19 PROJECT NUMBER SHEET
CHECKED: DAF DATE: 06/17/19 19019 SHEET 2
This map/plot is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.
ENCROachment AGREEMENT

THIS IS AN AGREEMENT, entered into on November 9, 1987, between:

THE CITY OF FORT LAUDERDALE, FLORIDA, a municipal corporation, referred to as "City",

and

FORT LAUDERDALE LINCOLN MERCURY COMPANY, a Florida corporation, referred to as "Owner".

Owner desires permission to enable it to encroach upon a portion of N. E. 8th Street between N. E. 1st Avenue and Progresso Drive, which portion is referred to as Parcel No. 1 in this Agreement and which portion is more particularly described as follows:

A portion of Northeast Eight Street (40 foot right-of-way) more fully described as follows:

Beginning at the Southwest corner of Block 257, PROGRESSO, according to the Plat thereof, as recorded in Plat Book 2, Page 18, of the public records of Dade County, Florida; thence on an assumed bearing of due South, along the Southerly extension of the West line of said Block 257, a distance of 40.00 feet; thence South 89° 59' 00" East, along the South right-of-way line of said Northeast Eighth Street, a distance of 153.44 feet to a point on the Northerly right-of-way line of Progresso Drive; thence North 41° 51' 00" East, along said line, a distance of 27.27 feet; thence North 89° 59' 00" West, a distance of 74.48 feet; thence due North a distance of 20.00 feet to the Southeast corner of Lot 25, of said Block 257; thence North 89° 59' 00" West, along the South line of said Lot 25, a distance of 127.50 feet to the Point of Beginning, such land being situated in Broward County, Florida.

The Owner owns the following described property, referred to as Parcel No. 2:

That parcel of land commonly known as the Triangle also described as all of Block Two Hundred Eighty-Eight (288) lying North of Railroad Tracks South of Avenue C, East of 23rd Street in the Town of Progresso, being the same land conveyed by deed dated October 31st, 1913, recorded in Deed Book 114, at Page 386 of the Public Records of Dade County, Florida, and further described as the land lying South of Block Two Hundred Fifty-Seven (257) and East of Block Two Hundred Eighty-Seven (287) in the Subdivision of PROGRESSO, according to the Plat thereof, recorded in Plat Book 2, at Page 18, of the Public Records of Dade County, Florida, and

Return To:
Brian G. Pincket, Esq.
English, McCaughen & O’Brien
P.O. Box 14098
Fort Lauderdale, FL 33302-4098
(305) 492-3300
Lot 25, Block 257, PROGRESSO, according to the
Plat thereof recorded in Plat Book 2, Page 18,
of the Public Records of Dade County, Florida;
all of said lands situate, lying and being in
Broward County, Florida.

Owner has requested permission from the City to utilize the
encroachment area above-mentioned by paving, landscaping and fencing
the property and to use the paved area as a parking lot for its car
dealer ship, which will constitute an encroachment over a portion of
the City easement described above, which permission the City is will-
ing to grant, subject to certain conditions.

The City Commission, by Resolution No. 87-262, adopted on
October 6, 1987, authorized the proper City officials to execute this
Agreement.

In consideration of the mutual covenants contained in this
Agreement, the parties agree as follows:

1. City grants Owner permission to encroach over a portion
of a City easement, which portion is identified as Parcel No. 1 of
this Agreement, by permitting Owner to pave, landscape and fence over
it. Owner acknowledges that it will bear all costs of any mainte-
nance of the encroachment, or incurred in connection with its
removal, as provided below.

2. Beginning with the effective date of this Agreement and
until the date the Agreement is terminated, Owner agrees to indemnify
and hold the City harmless from any and all liability incurred as a
result of any injury to or death of any person, or property being
damaged, because of the existence of, or the failure to maintain, the
encroachment.

3. It is understood that this Encroachment Agreement is
granted to Owner for its sole benefit and as a special exception to
the City and that this Agreement shall be construed
most strictly in favor of City and against Owner.

4. It is agreed that Owner shall remove the encroachment
or any portion of it at any time that the City requires the use of
the above-mentioned encroachment area or determines that the con-
tinuation of such encroachment is not in the public interest. Such
removal shall be at Owner's sole cost and expense, in the event
Owner fails to remove such encroachment within thirty (30) days after
written demand by the City to do so. City is authorized to remove the
encroachment and the cost of removal shall become a lien against the
real property described as Parcel No. 2 of this Agreement, which lien
may be enforced through foreclosure and shall include court costs and
reasonable attorneys' fees. The Owner shall have the right to termi-
nate this Agreement upon ten days' advance written notice to the
City; provided, however, that such termination shall not be effective
until the Owner has removed the encroachment at its own cost and the
City has approved the removal work.

5. This Agreement shall not be effective until it has been
duly executed by all parties and recorded by Owner in the public
records of Broward County, Florida, at Owner's expense.

6. The provisions of this Agreement are covenants running
with the land described as Parcel No. 2 above and are binding upon
the Owner and its successors and assigns.

7. This Agreement shall be of no force and effect if not
properly executed by all parties on or before ninety (90) days from
the date appearing above unless the parties by mutual agreement in
writing shall, for good cause, extend the time for execution.

The parties have set their hands and seals the day and year
first above written.
WITNESSES:

(RCORPORATE SEAL)

CITY OF FORT LAUDERDALE

By

FRANK L. HEFFON - Exec. Vice-President/Gen. Manager

ATTEST:

Robert J. Kluth - Secretary/Treasurer

STATE OF FLORIDA:
COUNTY OF BROWARD:

BEFORE ME, an officer duly authorized by law to administer
oaths and take acknowledgments, personally appeared ROBERT P. COX,
CONSTANCE L. HOFMANN and KRIS L. ANDERSON, Mayor, City Manager
and City Clerk, respectively, of the City of Fort Lauderdale, Florida, a
municipal corporation of Florida, and acknowledge they executed the
foregoing Encroachment Agreement as the proper officials of the City
of Fort Lauderdale, and the same is the act and deed of the City of
Fort Lauderdale.

IN WITNESS OF THE FOREGOING, I have set my hand and official
seal at Fort Lauderdale, in the State and County aforesaid.

[Seal]

Notary Public
My Commission Expires:

STATE OF FLORIDA:
COUNTY OF BROWARD:

BEFORE ME, an officer duly authorized by law to administer
oaths and take acknowledgments, personally appeared
FRANK L. HEFFON and ROBERT J. KLUH
as Exec. Vice-President/Gen. Manager and Secretary/Treasurer,
respectively, of FORT LAUDERDALE LINCOLN MERCURY COMPANY, a Florida
corporation, and acknowledge they executed the foregoing Encroachment
Agreement as the proper officials of Fort Lauderdale Lincoln Mercury
Company for the use and purposes mentioned in it and they affixed the
official seal of the corporation, and that the instrument is the act
and deed of that corporation.
IN WITNESS OF THE FOREGOING, I have set my hand and official seal at Fort Lauderdale, in the State and County aforesaid, on

(SEAL)


MARK J. HARRIS
My Commissioner (Seal)
MY COMMISSION EXPIRES MAR. 14, 1991

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR
Right-of-Way Vacation Narrative Pursuant to City Code Section 47-24.6

The Applicant, Holman Automotive, Inc. (“Holman”), submits this application to vacate a 40 foot wide right-of-way (“Right-of-Way), consisting of a portion of NE 8th Street in the City of Fort Lauderdale. The Right-of-Way has been fenced off on both ends since 1987, and has not been used for public purposes during that period. The Right-of-Way abuts two properties owned by the Applicant (between Folio 4942 3407 1500 and 4942 34 06 2620). The Right-of-Way is identified as right-of-way on the Broward County Property appraiser’s website.

The Right-of-Way was created by the Progresso plat, recorded in Plat Book 2, Page 18 of the Public Records of Miami-Dade County, Florida.

The Right-of-Way is subject to that certain Encroachment Agreement recorded in Official Records Book 12963, Page 490 of the Public Records of Broward County, Florida entered into between the City of Fort Lauderdale and Holman (when Holman’s corporate name was Fort Lauderdale Lincoln Mercury, Inc.) pursuant to which Holman was given the right to utilize the Right-of-Way for paving, landscaping, and fencing for parking lot purposes. The City does not utilize the Right-of-Way and as stated above, the Right-of-Way has been fenced off since 1987.

The vacation criteria set out by the City pursuant to 47-24.6(4) are satisfied as follows:

1. The right-of-way or other public place is no longer needed for public purposes;

As stated above, the Right-of-Way has been fenced off since 1987 and is not used for any public purpose.

2. Alternate routes if needed are available which do not cause adverse impacts to surrounding areas; and

As stated above, the Right-of-Way has been fenced off since 1987 and is not used for any public purpose. The main access is Progresso Drive which allows access to NE 1st Avenue (on the west of the Property) and access is allowed NE 2nd Avenue
(east side of property). The vacation of the Right-of-Way does not change the aforementioned access.

3. The closure of a right-of-way provides safe areas for vehicles to turn around and exit the area; and

The Right-of-Way is already closed off and has been for many years therefore the vacation will not impact the safety for vehicles to turn around and exit the area. The west side of the Property will provide a driveway for a turn out to allow for turnaround access. On the east side of the Property, there is a 15 foot alley to provide turn around access.

4. The closure of a right-of-way shall not adversely impact pedestrian traffic; and

The Right-of-Way is already closed off and has been for many years therefore the vacation will not negatively impact pedestrian traffic. Also, there are no sidewalks in this area to impact pedestrian access.

5. All utilities located within the right-of-way or other public place 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 utilities easement has been retained over the right-of-way area or portion thereof; or an easement in a different location has been provided for the utility facilities by the owner to the satisfaction of the city; or any combination of same and utilities maintenance shall not be disrupted.

Sanitary Sewer:

It is the intent to leave the existing sanitary sewer within the vacated right of way of NE 8th Street. This sewer main provides service to the properties located on NE 2nd Avenue and east to the FEC Railroad south to Progresso Drive. It is the intent to leave the existing sanitary sewer within the vacated right of way of NE 8th Street and place a utility easement over it. This sewer main provides service to the properties located on NE 2nd Avenue and east to the FEC Railroad south to Progresso Drive.

Drainage System:

It is the intent to leave the existing drainage system within the vacated NE 8th Street right of way and place an easement over the existing line. This drainage line serves the lands east of NE 1st Avenue and south of NE 9th Street, to and including Progresso Drive.

FPL Lines:

Overhead Florida Power and Light electric lines and poles are located on the south side
of NE 8th Avenue. It is the intent to leave the existing electric lines in their present location and dedicate a utility easement over this utility.

**Potable Water Lines:**
Potable water lines are not located within the NE 8th Street right of way under consideration for vacation.
VIA EMAIL –
Michelle Nunziata, President
Flagler Village Civic Association
P.O. Box 2452
Fort Lauderdale, FL 33303
fvca@flaglervillage.org

Re: Notice of Nearby Right-of-Way Vacation Application - V19008

Holman Automotive recently applied for a vacation of a right-of-way on a portion of NE 8th Street located between Progresso Drive and NE 1st Ave. Please see the following page for a map of the area to be vacated. Please note that this section of right-of-way has been fenced off for many years pursuant to an existing Encroachment Agreement with the City dated November 11, 1987 and recorded in Official Records Book 14963 Page 490 of the Public Records of Broward County, Florida which permits the area to be fenced off.

The application is being reviewed by city staff and will be scheduled for Development Review Committee at 9:30 AM on the July 23, 2019 agenda. The meeting will be held in the Urban Design and Planning Conference Room at the Greg Brewton Development Services Building, 700 NW 19th Avenue, Fort Lauderdale, FL, 33311.

Sincerely,

GREENSPOON MARDER LLP

/s Marla Neufeld, Esq.

cc: Adam Schnell – VIA EMAIL (Aschnitt@fortlauderdale.gov)
Yvonne Redding – VIA EMAIL (YRedding@fortlauderdale.gov)
Area to be Vacated
June 25, 2019

VIA EMAIL –
J.J. Hankerson, Acting President
Progresso Village Civic Association
PO Box 2005
Fort Lauderdale, FL 33303
JJhank8@aol.com

Re: Notice of Nearby Right-of-Way Vacation Application - V19008

Holman Automotive recently applied for a vacation of a right-of-way on a portion of NE 8th Street located between Progresso Drive and NE 1st Ave. Please see the following page for a map of the area to be vacated. Please note that this section of right-of-way has been fenced off for many years pursuant to an existing Encroachment Agreement with the City dated November 11, 1987 and recorded in Official Records Book 14963 Page 490 of the Public Records of Broward County, Florida which permits the area to be fenced off.

The application is being reviewed by city staff and will be scheduled for Development Review Committee at 9:30 AM on the July 23, 2019 agenda. The meeting will be held in the Urban Design and Planning Conference Room at the Greg Brewton Development Services Building, 700 NW 19th Avenue, Fort Lauderdale, FL, 33311.

Sincerely,

GREENSPOON MADER LLP

/s Marla Neufeld, Esq.

cc: Adam Schnell – VIA EMAIL (Aschnell@fortlauderdale.gov)
Yvonne Redding – VIA EMAIL (YRedding@fortlauderdale.gov)