

RESOLUTION NO. 2021-

1
2 A RESOLUTION OF THE BOARD OF COUNTY
3 COMMISSIONERS OF BROWARD COUNTY,
4 FLORIDA, ACCEPTING AN EASEMENT FOR
5 CONSTRUCTION PURPOSES, ON, OVER,
6 ACROSS, AND THROUGH A PORTION OF REAL
7 PROPERTY LOCATED IN THE CITY OF
8 HOLLYWOOD, FLORIDA; AND PROVIDING FOR
9 SEVERABILITY AND AN EFFECTIVE DATE.

10 WHEREAS, Hollywood Hotel Associates LLC, a Delaware limited liability
11 company ("Grantor"), is the owner of certain property located in the City of Hollywood
12 ("Property"), which Property is more particularly described in the legal description and
13 sketch made subject to the Easement agreement in Attachment 1;

14 WHEREAS, Broward County ("County") requested from Grantor, a perpetual
15 easement, on, over, across, and through the Property to construct a bus shelter on the
16 Property ("Bus Shelter"), maintain and repair the Bus Shelter, allow the public to use the
17 Bus Shelter, and perform any other incidental activities necessary thereto ("Easement");

18 WHEREAS, Grantor is willing to grant an Easement to the County as provided in
19 the Easement agreement in Attachment 1; and

20 WHEREAS, the Board of County Commissioners of Broward County, Florida
21 ("Board"), has determined that acceptance of the Easement agreement serves a public
22 purpose and is in the best interest of the County, NOW, THEREFORE,
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24

1 BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF
2 BROWARD COUNTY, FLORIDA:

3
4 Section 1. The recitals set forth in the preamble to this Resolution are true,
5 accurate, and incorporated by reference herein as though set forth in full hereunder.

6
7 Section 2. The Board hereby accepts the Easement agreement attached to
8 this Resolution as Attachment 1.

9
10 Section 3. The Board authorizes the Mayor or Vice-Mayor of the Board to
11 execute the Easement agreement attached to this Resolution as Attachment 1 and
12 authorizes the County Administrator to attest to such execution.

13
14 Section 4. The Easement agreement in Attachment 1 shall be properly
15 recorded in the Public Records of Broward County, Florida.

16
17 Section 5. Severability.

18 If any portion of this Resolution is determined by any court to be invalid, the
19 invalid portion will be stricken, and such striking will not affect the validity of the
20 remainder of this Resolution. If any court determines that this Resolution, in whole or in
21 part, cannot be legally applied to any individual, group, entity, property, or circumstance,
22 such determination will not affect the applicability of this Resolution to any other
23 individual, group, entity, property, or circumstance.

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Section 6. Effective Date.

This Resolution is effective upon adoption.

ADOPTED this _____ day of _____, 2021.

Approved as to form and legal sufficiency:
Andrew J. Meyers, County Attorney

By: /s/ Christina A. Blythe 10/14/2020
Christina A. Blythe (Date)
Assistant County Attorney

By: /s/ Annika E. Ashton 10/14/2020
Annika E. Ashton (Date)
Deputy County Attorney

CAB/mdw
Resolution Accepting Easement – Bus Shelter Easement
10/14/2020
#536281

Attachment 1

This instrument was prepared by:
Carter N McDowell, Esq.
1450 Brickell Ave, Suite 2300
Miami, FL 33131

BUS SHELTER EASEMENT

THIS BUS SHELTER EASEMENT, made and effective this: 22 day of JUN, 2019 (“**Effective Date**”) is by Hollywood Hotel Associates LLC., a Delaware limited liability company, whose address is 410 W. Francis Street, Williamsburg, Virginia 23185 (“**Grantor**”), to **BROWARD COUNTY**, a political subdivision of the State of Florida, whose address is Governmental Center, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301-1801 (“**County**”).

RECITALS

WHEREAS, Grantor is the owner of certain real property located in Broward County, Florida, and more particularly described as follows:

See Exhibit “A” attached hereto and made a part hereof (“**Property**”); and

WHEREAS, County desires a perpetual easement on, over, across, and through the Property for the purposes of constructing a bus shelter on the Property, maintaining and repairing the bus shelter built on the Property by County, allowing the public to use the bus shelter built on the Property by County, and any other incidental purposes necessary thereto (“**Easement**”); and

WHEREAS, Grantor is willing to grant the Easement to County upon the terms contained herein;

NOW THEREFORE, for good and valuable consideration, including the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows

1. The foregoing recitals set forth in the above WHEREAS clauses are true, accurate, and incorporated herein by this reference.
2. Grantor hereby grants unto County the Easement in accordance with the terms contained herein. This Easement grants County the right to construct a bus shelter on the Property, maintain and repair the bus shelter built on the Property by County, allow the public to use the bus shelter built on the Property by County, and perform any other incidental activities necessary thereto. County’s agents, contractors, and subcontractors, may also use the Property for the above stated purposes.
3. Grantor may, for its own purposes, utilize the Property, and shall retain a right of free ingress and egress in, over, through, upon, and across the Property that does not unreasonably interfere with County’s exercise of the Easement.
4. Grantor represents and warrants that it owns the Property.

5. To the extent permitted by law, and without County waiving its sovereign immunity, each party is responsible for all personal injury and property damage attributable to the negligent, reckless, or intentional acts or omissions of itself and its officers, employees, and agents,

6. This Easement shall not be released or amended without the consent of both parties as evidenced by a document in the Public Records of Broward County, Florida.

7. County, at its own expense, shall record this fully executed Easement in its entirety in the Public Records of Broward' County, Florida^

8. This Easement shall be governed by and interpreted according to the laws of the State of Florida, The exclusive venue for any lawsuit arising from, related to, or in connection with this Easement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida.

9. This instrument contains the entire agreement between the parties relating to the rights granted and obligations assumed pursuant to this instrument. Any oral representations or modifications concerning this instrument shall be of no force and effect, excepting a subsequent modification reduced to writing, signed by the party to be charged therewith.

10. All provisions of this Easement, including the benefits and burdens, run with the land, are binding upon, and inure to the heirs, assigns, successors, tenants, and personal representatives of the parties hereto.

11. In order for a notice to a party to be effective under this Easement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this Section.

FOR GRANTOR:

Hollywood Hotel Associates LLC.
410 W. Francis Street
Williamsburg, Virginia 23185

FOR COUNTY:

Broward County Real Property Section
Attn: Director, Real Property
Governmental Center, Room 501-RP
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Email Address: _____

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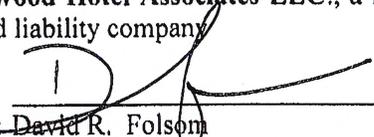
IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name on the day and year first written above.

Signed, sealed, and delivered
In the presence of:

GRANTOR:

Hollywood Hotel Associates LLC., a Delaware limited liability company


Print Name: Scott Kusinski

By: 
Name: David R. Folsom
title: Vice-President


Name: Robert Kirkland
Title: General Counsel

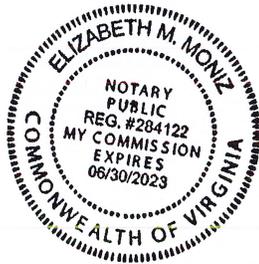
STATE OF Virginia

COUNTY OF James City

The foregoing instrument was acknowledged before me this 27 day of June, 2019, by David R Folsom as Vice-President of Hollywood Hotel Associates LLC, a Delaware limited liability company, on behalf of said company. [He/She] is personally known to me or has produced _____ as identification.


Print Name: Elizabeth M. Monz
Notary Public in and for said County and State
My Commission Expires: 6/30/23
Serial No., if any: _____

[Notarial Seal/Stamp]



MORTGAGEE-CORPORATION/PARTNERSHIP

Mortgagee, being the holder of a mortgage relating to the parcel(s) described in Exhibit "A" hereby consents and joins in for the purpose of agreeing that its mortgage shall be subordinated to the foregoing Agreement.

Witnesses (if partnership):

MORTGAGEE:
WILMINGTON TRUST, NATIONAL ASSOCIATION, AS TRUSTEE FOR MORGAN STANLEY BANK OF AMERICA MERRILL LYNCH TRUST 2015-C27, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2015-C27

Print Name: _____

Print Name: _____

By: Wells Fargo Bank, N.A., solely in its capacity as Master Servicer, as authorized pursuant to that certain Pooling and Servicing Agreement dated as of November 1, 2015

By: Sharon Holman

Name: Sharon Holman

Title: Assistant Vice President

Address: 401 J. Tryon St. Charlotte NC 28202

Date: 8/13/2019

ATTEST (if corporation):

(CORPORATE SEAL)

Secretary Signature
Print Name of Secretary: _____

MIAMI 6401808.4 80704/44423

IN WITNESS WHEREOF the parties have made and executed this Agreement on the respective dates under each signature: **BROWARD COUNTY** through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the _____ day of _____, 20____, and DEVELOPER, signing by and through Vice - President, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS

County Administrator, as Ex-Officio Clerk of the Board of County Commissioners of Broward County, Florida

By: _____
Mayor
Date: _____

Approved as to form by
Office of County Attorney
Broward County, Florida
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By: _____
Assistant County Attorney
Date: March 9, 2021

By: _____
Annika E. Ashton
Deputy County Attorney

ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP

STATE OF North Carolina)

COUNTY OF Mecklenburg)

The foregoing instrument was acknowledged before me this 13th day of Aug., 2019,
by Sharon D. Holman, as [Title] of [Name of Mortgagee], a/an AVP
_____, who is [] personally known to me or [] who has produced ____
- as identification.

LINDA D. WAYCASTER
NOTARY PUBLIC
Lincoln County
North Carolina
My Commission Expires 4/24/2021

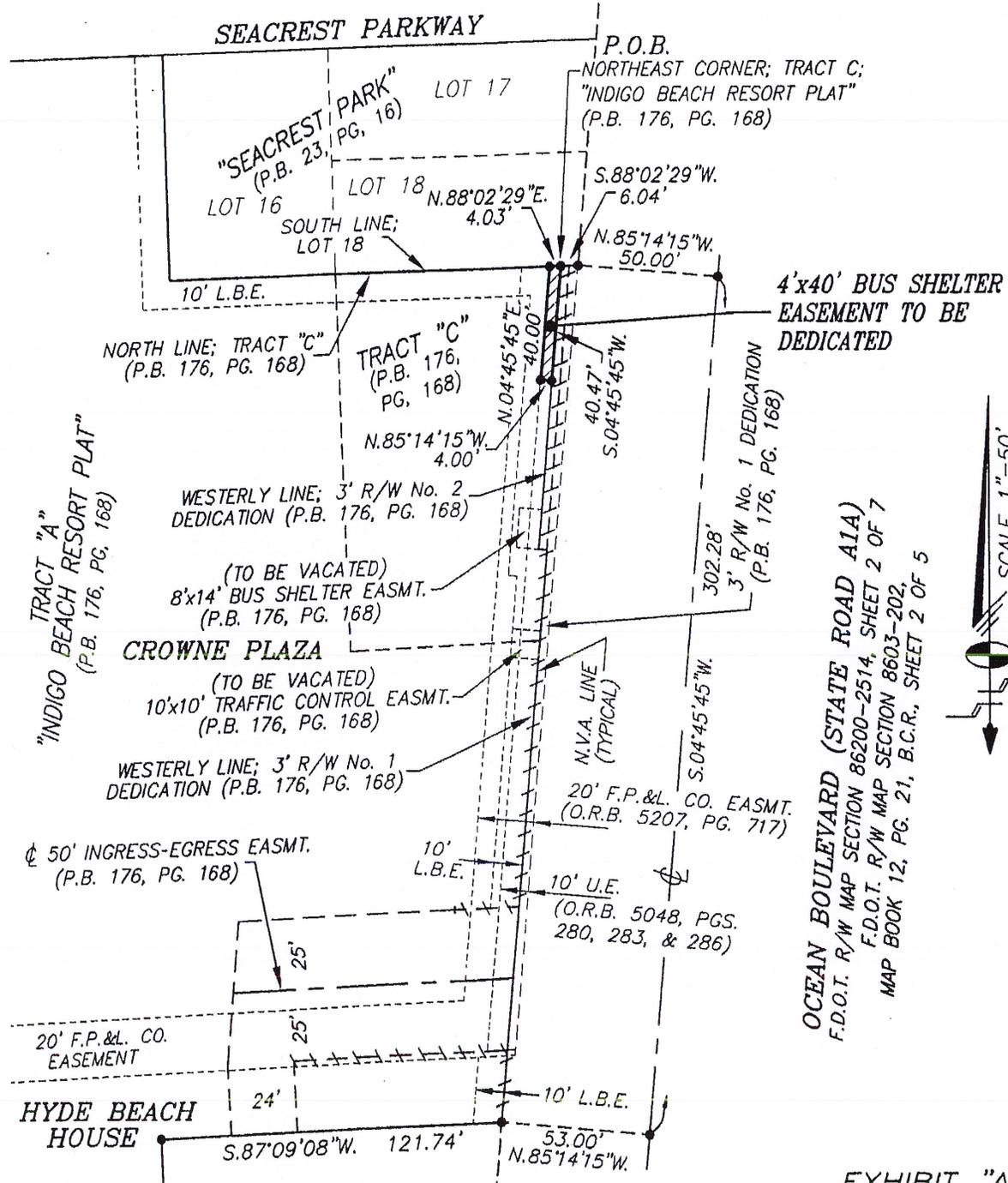
LINDA D. WAYCASTER
Print Name: Linda D. Waycaster
Notary Public in and for said County and State
My Commission Expires: 4/24/21

MIAMI 6401808.4 80704/44423

CROWNE-DEDICATE

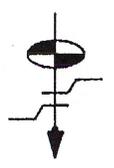
26-51-42

SKETCH TO ACCOMPANY LEGAL DESCRIPTION PROPOSED 4' X 40' BUS SHELTER EASEMENT TO BE DEDICATED



K:\265142\INDIGO BEACH RESORT PLAT\LEGALS\DWG\PROPOSED BUS SHELTER ESMT.dwg

EXHIBIT "A"
SHEET 1 OF 2 SHEETS



Schwebke-Shiskin & Associates, Inc.
 LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAY-MIRAMAR, FL 33025
 PHONE No. (954) 435-7010 FAX No. (954) 438-3288
 ORDER NO. 204155
 DATE: MAY 12, 2015
 THIS IS NOT A "BOUNDARY SURVEY"
 CERTIFICATE OF AUTHORIZATION No. LB-87

PREPARED UNDER MY SUPERVISION:
Ronald A. Fritz
 RONALD A. FRITZ, ASSISTANT VICE PRESIDENT
 FLORIDA PROFESSIONAL LAND SURVEYOR No. 2767

REVISIONS
02/01/18-#206832
COUNTY COMMENTS
04/10/18-#206832
BRO. TRANSIT COMMENTS

LEGAL DESCRIPTION TO ACCOMPANY SKETCH PROPOSED 4' X 40' BUS SHELTER EASEMENT TO BE DEDICATED

LEGAL DESCRIPTION:

BEING A PROPOSED BUS SHELTER EASEMENT, LYING WITHIN TRACT "C", ACCORDING TO THE PLAT OF "INDIGO BEACH RESORT PLAT", AS RECORDED IN PLAT BOOK 176 AT PAGES 168 THROUGH 170, INCLUSIVE, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID TRACT "C"; THENCE SOUTH 04 DEGREES 45 MINUTES 45 SECONDS WEST, ALONG THE WESTERLY LINE OF THE 3 FOOT BY 100 FOOT RIGHT-OF-WAY NO. 2 DEDICATED BY AND AS SHOWN ON THE SAID PLAT OF "INDIGO BEACH RESORT PLAT," FOR 40.47 FEET; THENCE NORTH 85 DEGREES 14 MINUTES 15 SECONDS WEST, AT RIGHT ANGLES TO THE LAST AND NEXT DESCRIBED COURSES, FOR 4.00 FEET; THENCE NORTH 04 DEGREES 45 MINUTES 45 SECONDS EAST, ALONG A LINE THAT IS PARALLEL WITH AND 4.00 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE SAID WESTERLY LINE OF THE SAID WESTERLY LINE OF THE SAID 3 FOOT BY 100 FOOT RIGHT-OF-WAY NO. 2, FOR 40.00 FEET; THENCE NORTH 88 DEGREES 02 MINUTES 29 SECONDS EAST, ALONG THE NORTH LINE OF SAID TRACT "C", FOR 4.03 FEET TO THE POINT OF BEGINNING; SAID LAST DESCRIBED COURSE ALSO BEING ALONG THE SOUTH LINE OF LOT 18, ACCORDING TO THE PLAT OF "SEACREST PARK", AS RECORDED IN PLAT BOOK 23 AT PAGE 16, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; ALL LYING AND BEING IN THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 51 SOUTH, RANGE 42 EAST, CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA.

SURVEYOR'S NOTES:

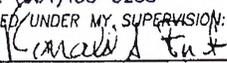
- 1) BEARINGS AS SHOWN HEREON REFER TO AN ASSUMED BEARING OF NORTH 04 DEGREES 45 MINUTES 45 SECONDS EAST, ALONG THE EASTERLY PLAT LIMITS OF THE HEREIN REFERENCED PLAT OF "INDIGO BEACH RESORT PLAT".
- 2) LEGAL DESCRIPTION WAS PREPARED BY THIS FIRM.
- 3) ORDERED BY: THE RELATED GROUP
- 4) A PORTION OF BROWARD COUNTY PROPERTY TAX IDENTIFICATION No. 5142-26-22-0011.
- 5) AUTHENTIC COPIES OF THIS SKETCH AND LEGAL DESCRIPTION MUST BEAR THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE ATTESTING FLORIDA LICENSED SURVEYOR AND MAPPER.

SURVEYOR'S LEGEND:

P.B.	DENOTES PLAT BOOK		DENOTES NON-VEHICULAR ACCESS LINE
O.R.B.	DENOTES OFFICIAL RECORDS BOOK	L.B.E.	DENOTES LANDSCAPE BUFFER EASEMENT
PG.	DENOTES PAGE	U.E.	DENOTES UTILITY EASEMENT
P.O.B.	DENOTES POINT OF BEGINNING	EASMT.	DENOTES EASEMENT
P.O.T.	DENOTES POINT OF TERMINATION	R/W	DENOTES RIGHT-OF-WAY
P.O.C.	DENOTES POINT OF COMMENCEMENT	N.V.A.	DENOTES NON-VEHICULAR ACCESS

K:\265142\INDIGO BEACH RESORT PLAT\LEGALS\DWG\PROPOSED SHELTER STOP ESMT.dwg

EXHIBIT "A"
SHEET 2 OF 2 SHEETS

	<p>Schwabke-Shiskin & Associates, Inc. LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAY-MIRAMAR, FL 33025 PHONE No. (954) 435-7010 FAX No. (954) 438-3288</p>	<p>REVISIONS</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="font-size: small;">02/01/18-#206832</td></tr> <tr><td style="font-size: small;">COUNTY COMMENTS</td></tr> <tr><td style="font-size: small;">04/10/18-#206832</td></tr> <tr><td style="font-size: small;">BRO. TRANSIT COMMENTS</td></tr> <tr><td style="font-size: small;"> </td></tr> <tr><td style="font-size: small;"> </td></tr> </table>	02/01/18-#206832	COUNTY COMMENTS	04/10/18-#206832	BRO. TRANSIT COMMENTS		
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COUNTY COMMENTS								
04/10/18-#206832								
BRO. TRANSIT COMMENTS								
ORDER NO. <u>204155</u> DATE: <u>MAY 12, 2015</u> THIS IS NOT A "BOUNDARY SURVEY" CERTIFICATE OF AUTHORIZATION No. LB-87	PREPARED UNDER MY SUPERVISION:  RONALD A. FRITZ, ASSISTANT VICE PRESIDENT FLORIDA PROFESSIONAL LAND SURVEYOR No. 2767							