

1 RESOLUTION NO. 2021-

2 A RESOLUTION OF THE BOARD OF COUNTY  
3 COMMISSIONERS OF BROWARD COUNTY, FLORIDA,  
4 ACCEPTING A ROAD EASEMENT ON, OVER, ACROSS,  
5 AND THROUGH A PORTION OF REAL PROPERTY  
6 OWNED BY 212 SECOND AVENUE, LLC, AND LOCATED  
7 IN THE CITY OF FORT LAUDERDALE, FLORIDA; AND  
8 PROVIDING FOR SEVERABILITY AND AN EFFECTIVE  
9 DATE.

10 WHEREAS, 212 Second Avenue, LLC, a Delaware limited liability company, (f/k/a  
11 212 Partners, LLC, a Florida limited liability company) is the owner of certain real property  
12 located in the City of Fort Lauderdale, Florida ("Property"), which Property is more  
13 particularly described in the legal description and sketch made subject to the Road  
14 Easement, which is attached hereto and made a part hereof as Attachment 1 ("Road  
15 Easement");

16 WHEREAS, 212 Second Avenue, LLC, is willing to grant the Road Easement to  
17 Broward County, Florida ("County"), in accordance with the terms of the Road Easement;  
18 and

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

22 BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF  
23 BROWARD COUNTY, FLORIDA:

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

1 Section 2. The Board hereby accepts the Road Easement attached as  
2 Attachment 1.

3 Section 3. The Road Easement shall be properly recorded in the  
4 Official Records of Broward County, Florida.

5 Section 4. Severability.

6 If any portion of this Resolution is determined by any court to be invalid, the invalid  
7 portion will be stricken, and such striking will not affect the validity of the remainder of this  
8 Resolution. If any court determines that this Resolution, in whole or in part, cannot be  
9 legally applied to any individual, group, entity, property, or circumstance, such  
10 determination will not affect the applicability of this Resolution to any other individual,  
11 group, entity, property, or circumstance.

12 Section 5. Effective Date.

13 This Resolution is effective upon adoption.

14  
15 ADOPTED this            day of            , 2021.

16  
17 Approved as to form and legal sufficiency:  
18 Andrew J. Meyers, County Attorney

19 By: /s/ Claudia Capdesuner 05/12/2021  
20 Claudia Capdesuner (date)  
21 Assistant County Attorney

22 By: /s/ Annika E. Ashton 05/12/2021  
23 Annika E. Ashton (date)  
24 Deputy County Attorney

Return to:  
Frank J. Guilliano, PSM  
Highway Construction and  
Engineering Division  
1 N. University Drive, Suite 300  
Plantation, FL 33324-2038

## Attachment 1

This Instrument prepared by:  
Nectaria M. Chakas, Esq.  
LOCHRIE & CHAKAS, P.A.  
1401 E. Broward Boulevard, Suite 303  
Fort Lauderdale, FL 33301

Folio Numbers:  
5042 10 33 0220  
5042 10 33 0280

### ROAD EASEMENT

This Easement is given this 14 day of July, 2020 by **212 Second Ave LLC, a Delaware limited liability company (f/k/a 212 Partners LLC, a Florida limited liability company)** ("Grantor"), whose principal address is, **235 Montgomery Street, 16<sup>th</sup> Floor, San Francisco, CA 94104**, in favor of Broward County, a political subdivision of the State of Florida ("Grantee"), whose address is Governmental Center, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301. Grantor and Grantee are hereinafter referred to collectively as the "Parties," and individually referred to as a "Party."

(Wherever used herein the terms, "Grantor" and "Grantee" shall include heirs, legal representatives, successors, and assigns).

### RECITALS

- A. Grantor is the fee simple owner of the following property located in Broward County, Florida (the "Property"):

**See Exhibit A with accompanying sketch of description attached hereto and made a part hereof**

- B. Grantee desires a nonexclusive and perpetual easement over, across, under, and through the Easement Area, as defined in Section 2, for public road and other appropriate purposes incidental thereto ("Easement").
- C. Grantor is willing to grant the Easement to Grantee under the terms herein.

Now, therefore, for and in consideration of the mutual terms and conditions contained herein, the sum of one dollar (\$1.00), and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Grantor does hereby declares as follows:

1. The recitals set forth above are true and accurate, and fully incorporated by this reference herein.

2. Grantor hereby grants unto Grantee, its licensees, agents, and independent contractors the Easement together with any incidental or necessary appurtenances thereto ("Easement Area"), which Easement Area is further described in **Exhibit A** attached hereto and made a part hereof.
3. Grantor agrees that no obstructions that would interfere with the maintenance or improvement of Grantee's Easement shall be placed in the Easement Area without Grantee's prior consent.
4. Grantor retains the right to engage in any activities on, over, under, across, or through the Easement Area and shall, for its own purpose, utilize the Property in any manner that does not unreasonably interfere with the Easement.
5. This Easement may be amended, altered, or modified only by written agreement between the Parties, or their heirs, assigns, or successors-in-interest, which shall be recorded in the Official Records of Broward County, Florida.
6. This Easement shall run with the land and shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors, and assigns.
7. Grantee, at its own expense, shall record this fully executed Easement in its entirety in the Official Records of Broward County, Florida.

[Signature Pages on the Following Page]

**IN WITNESS WHEREOF**, the undersigned has signed and sealed this Easement on the respective date under its signature and certifies that he/she has the authority to execute this Easement.

**FIRST PARTY:**

Witnesses:

[Signature]

(Signature)

Print name: Brian Carow

**212 Second Ave LLC, a Delaware limited liability company (f/k/a 212 Partners, LLC a Florida limited liability company)**

[Signature]  
(Signature)  
Print Name: Sarah E. Campos

By: [Signature]  
Name: Margaret A. Spriggs  
Title: Vice President

**ACKNOWLEDGMENT**

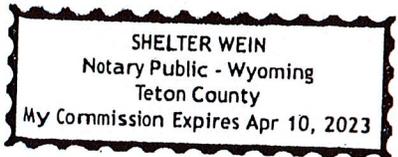
STATE OF Wyoming  
COUNTY OF Teton

The foregoing Instrument was acknowledged before me, by means of (check one):  
 physical presence or  online notarization, this 14<sup>th</sup> day of July,  
2020, by margaret A. Spriggs the NL President of 212 Second Ave LLC a  
Delaware limited liability company who is (check one):  personally known to me or   
who has produced CA driver license as identification.

Notary Public: [Signature]  
Signature: [Signature]  
Print Name: Shelter Wein

State of Wyoming  
My Commission Expires: APR 10, 2023  
Commission Number: N/A.

(Notary Seal)



## **EXHIBIT A**

**See attached sketch and legal description**

SKETCH & DESCRIPTION  
**ROAD EASEMENT**

A PORTION OF LOTS 31, 33, 35, 37 AND 39  
(P.B. 1, PG. 37, D.C.R.)

CITY OF FORT LAUDERDALE

**LAND DESCRIPTION:**

A portion of Lots 31, 33, 35, 37 and 39, EVA A. OLIVER SUBDIVISION, BLOCK 28, according to the Plat thereof as recorded in Plat Book 1, Page 37, of the Public Records of Miami-Dade County, Florida, being described as follows:

Commence at the northeast corner of said Lot 39; thence S88°00'07"W along the north line of said Lot 39, a distance of 49.96 feet; thence S01°59'53"E, 5.00 feet to the Point Of Beginning; thence N88°00'07"E, along a line 5.00 feet south and parallel with the north line of said Lot 39, a distance of 31.11 feet to a point on the arc of a curve, (radial bearing to said point bears N46°01'29"E) concave to the southwest, having a radius of 15.00 feet and a central angle of 41°51'12"; thence southerly along said curve an arc distance of 10.96 feet to a point of tangency; thence S02°07'20"E along a line 15.00 feet west and parallel with the east line of said Lots 31, 33, 35, 37 and 39, a distance of 231.53 feet to the north line of south 3.47 feet of Lot 31 as recorded in Official Records Book 7549, Page 294 of the Public Records of Miami-Dade County, Florida; thence S88°00'07"W along the said north line of the south 3.47 feet of Lot 31, a distance of 5.00 feet; thence N02°07'20"W along a line 20.00 feet west and parallel with the east line of said Lots 31, 33, 35, 37 and 39, a distance of 211.59 feet; thence N47°03'36"W, 42.38 feet to the Point Of Beginning.

Said lands lying in the City of Fort Lauderdale, Broward County Florida and containing 1,644 square feet, more or less.

**SURVEYOR'S REPORT:**

1. Reproductions of this Sketch are not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to this sketch by other than the signing party is prohibited without written consent of the signing party.
2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
3. The land description shown hereon was prepared by the Surveyor.
4. Bearings shown hereon are assumed based on the north line of Lot 39 having a bearing of S88°00'07"W.
5. Data shown hereon was compiled from instrument(s) of record and does not constitute a boundary survey.
6. Abbreviation Legend: B.C.R. = Broward County Records; Δ = Central Angle; D.B. = Deed Book; D.C.R. = Dade County Records; L = Arc Length; L.B. = Licensed Business; P = Per Plat; P.B. = Plat Book; PG. = Page; P.L.S. = Professional Land Surveyor; P.O.B. = Point of Beginning; P.O.C. = Point of Commencement; R = Radius.

**CERTIFICATION:**

I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction. I FURTHER CERTIFY that this Sketch and Description meets the Standards of Practice set forth in Chapter 5J-17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes.

Date: 10/27/20

*Michael D. Aviom*

MICHAEL D. AVIOM, P.L.S.  
Florida Registration No. 3268  
AVIOM & ASSOCIATES, INC.  
L.B. No. 3300

**NOT VALID WITHOUT  
SHEETS 1 AND 2**

**REVISIONS**

REVISED PER COMMENTS	W.R.E.	07/06/2020
REVISED PER COMMENTS	W.R.E.	07/07/2020
REVISED PER COMMENTS	W.R.E.	07/10/2020
REVISED PER COMMENTS	W.R.E.	07/17/2020
REVISED PER COMMENTS	W.R.E.	07/22/2020
REVISED PER COMMENTS	W.R.E.	10/27/2020



**AVIOM & ASSOCIATES, INC.**  
SURVEYING & MAPPING

50 S.W. 2nd AVENUE, SUITE 102  
BOCA RATON, FLORIDA 33432  
(561) 392-2594 / [www.AVIOMSURVEY.com](http://www.AVIOMSURVEY.com)

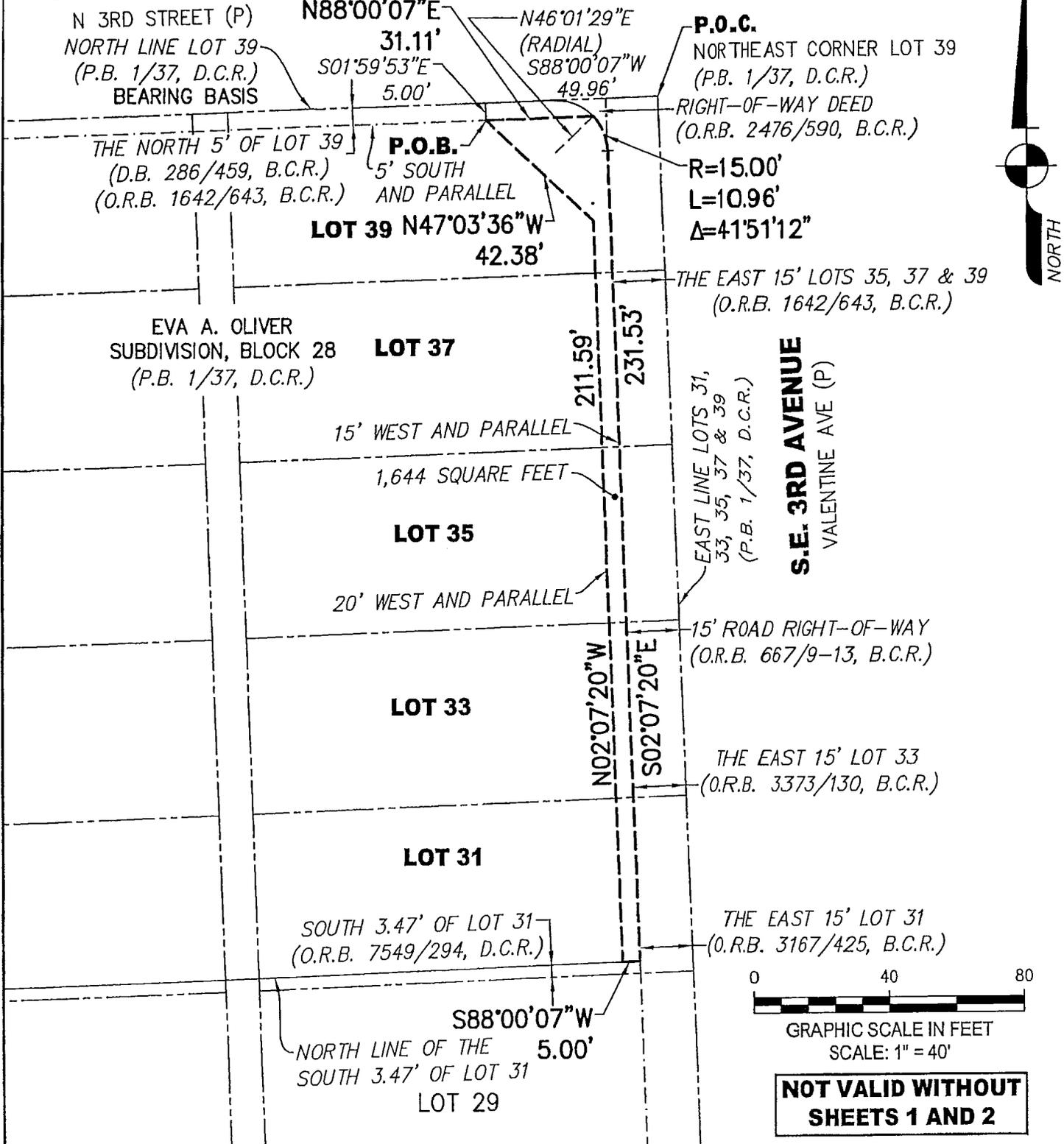
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JOB #:	10400-8_RW
SCALE:	1" = 40'
DATE:	01/09/2019
BY:	W.R.E.
CHECKED:	M.D.A.
F.B. - PG. -	- -
SHEET:	1 OF 2

**SKETCH & DESCRIPTION  
ROAD EASEMENT**

A PORTION OF LOTS 31, 33, 35, 37 AND 39  
(P.B. 1, PG. 37, D.C.R.)  
CITY OF FORT LAUDERDALE

**S.E. 2ND STREET**



REVISIONS		
REVISED PER COMMENTS	W.R.E.	07/06/2020
REVISED PER COMMENTS	W.R.E.	07/07/2020
REVISED PER COMMENTS	W.R.E.	07/10/2020
REVISED PER COMMENTS	W.R.E.	07/17/2020
REVISED PER COMMENTS	W.R.E.	07/22/2020
REVISED PER COMMENTS	W.R.E.	10/27/2020



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(561) 392-2594 / [www.AVIROMSURVEY.com](http://www.AVIROMSURVEY.com)  
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SCALE:	1" = 40'
DATE:	01/09/2019
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F.B. -- PG. --	
SHEET:	2 OF 2