

THIS AGREEMENT, Made between FLORIDA EAST COAST RAILWAY COMPANY, a corporation organized and existing under the laws of the State of Florida, party of the first part, and CITY OF HOLLYWOOD, a municipal corporation of the State of Florida, party of the second part,

WITNESSETH:

That the said party of the first part, for and in consideration of the covenants and agreements herein contained to be performed and kept by the party of the second part, does hereby give and grant unto the said party of the second part the right and privilege to use as easements for crossing purposes only that part of the right of way and property of said Railway Company in Broward County, Florida, at the locations described as follows:

CROSSING AT MILE POST 348 plus 364': Garfield Street:

A strip of land fifty (50) feet in width, north and south and one hundred (100) feet in length east and west, across the right-of-way of the Florida East Coast Railway Company in the City of Hollywood, the center line of said strip of land being located three hundred sixty-four (364) feet southerly from said Railway Company's Mile Post #348, said center line being also the center line of Garfield Street, as located on the Westerly side of Railway Company's right-of-way.

CROSSING AT MILE POST 348 plus 2410.1': PIERCE STREET:

A strip of land fifty (50) feet in width, north and south and one hundred (100) feet in length, east and west, across the right-of-way of the Florida East Coast Railway Company in the City of Hollywood, the center line of said strip of land being located two thousand four hundred ten and one tenth (2410.1) feet southerly from said Railway Company's Mile Post #348, said center line being also the center line of Pierce Street, as located on the easterly side of the Railway Company's right-of-way.

CROSSING AT MILE POST 349 plus 169.1': MONROE STREET:

*audit bill
107-850
JJD
7/1/72*

A strip of land fifty (50) feet in width north and south, and one hundred (100) feet in length, east and west, across the right-of-way of the Florida East Coast Railway Company in the City of Hollywood, the center line of said strip of land being located one hundred and sixty nine and one tenth (169.1) feet southerly from said Railway Company's Mile Post #349, said center line being also the center line of Monroe Street, as located on each side of Railway Company's right-of-way.

See Doc 5717 (7-12-72)

CROSSING AT MILE POST 349 plus 1518.1": WASHINGTON STREET:

*subject file
B7-850
02
7/7/77*

A strip of land fifty (50) feet in width north and south, and one hundred (100) feet in length, east and west, across the right-of-way of the Florida East Coast Railway Company in the City of Hollywood, the center line of said strip of land being located one thousand five hundred and eighteen and one tenth (1518.1) feet southerly from said Railway Company's Mile Post #349, said center line being also the center line of Washington Street, as located on each side of Railway Company's right-of way.

See Doc 5718 (7-12-72)

All as indicated upon blue print of lessor's plan B.I-65, attached hereto and made a part hereof.

In consideration of the granting of the easements above described by the party of the first part to the party of the second part, the party of the second part covenants and agrees with the party of the first part as follows:

(1)

That said easements shall be used for crossing purposes only, and no pipe, wire, rail or other line or structure shall be placed in or on said right-of-way or easements without the previous consent in writing of said Railway Company.

(2)

It is mutually understood and agreed by and between the parties hereto that in consideration of the privileges above described, the City of Hollywood will assume and promptly pay all necessary or incidental expense of opening up said crossings and maintenance of each of same, except as follows: (a) the cost of relocation of the #10 Crossover between lessor's north bound main track and Industrial Track made necessary by the proposed crossing at Garfield Street, and (b) the cost of installing and maintaining the plank across and between the tracks of the Railway Company at the hereinabove described crossings, each of which costs will be assumed by the said Railway Company.

(3)

It is further mutually understood and agreed by and between the parties hereto that the party of the first part shall at this time

install one twenty eight (28) foot solid plank crossing and one five (5) foot solid plank sidewalk at each of the locations specified above, the sidewalks at Garfield Street and Pierce Street to be on the south side of the crossings, and at Monroe Street and Washington Street the said sidewalk shall be placed on the north side of the crossings. At such time as the City of Hollywood may provide paving for the full width of fifty (50) feet of the above described streets, the Railway Company will at its own cost and expense provide and maintain solid plank crossings across and between its tracks for the said full width.

(4)

It is also further mutually understood and agreed by and between the parties hereto that if any paving for street or sidewalk or any purposes on or across said easements or crossings be hereafter required, that then and in such event the expense of any such paving, including the maintenance thereof, shall be borne and paid for by said party of the second part, its successors or assigns; except as to plank between rails as specified in paragraphs "2" and "3" hereof; and provided, further, that said party of the first part may, at its option, at any time hereafter put in, maintain and operate an additional track or tracks over or across said easements and crossings, and any additional costs therefor resulting from or arising out of said crossings or easements being in said location shall be paid for by said party of the second part, its successors or assigns.

(5)

That party of the second part shall not take any action that will prevent or tend to prevent the operation of trains over said crossings.

(6)

It is expressly agreed and covenanted by and between the parties hereto that this indenture and all rights of the second party may be terminated by said Railway Company upon breach of any one or more of the

provisions and terms of this indenture to be kept and performed by said second party, by thirty days' notice in writing to party of the second part by said Railway Company of its intention to terminate this indenture; further, that waiver by Railway Company of breach of any one or more of any of the terms and conditions of this indenture shall not operate as a waiver of its right to terminate and cancel this indenture by reason of any breach or continuance of any breach thereafter accruing of any of the terms and conditions of this indenture.

(7)

The provisions and stipulations of this indenture and agreement are a part of the consideration of the granting of the above privileges and easements, and in the event the said party of the second part shall fail to comply with any of the covenants and conditions, then this license shall be void and said described easements shall terminate with full right on the part of the party of the first part to re-enter and re-possess the same, if said party of the first part shall elect to do so, in the manner provided in Paragraph "6" hereof.

(8)

The party of the second part hereby grants unto Florida East Coast Railway Company all necessary permits for the installation, construction, erection, repair and maintenance of any of the facilities, work or fixtures mentioned or contemplated in and by this agreement, and Florida East Coast Railway Company to give said party of the second part forty-eight hours' notice of intention to perform any such installation, construction, erection, repair and maintenance.

IN WITNESS WHEREOF, the said party of the first part has caused this agreement to be signed in its name by its Vice-President and its corporate seal to be hereto affixed, attested by its Assistant Secretary, and the party of the second part has caused this agreement to be signed in its name by the Chairman of its City Commission, and its corporate seal to be affixed, attested by its City Clerk, on the 20 day of March, A. D. 1927.

Signed, sealed and delivered
in the presence of:

W. B. Buckley

M. H. Brennan
Witnesses as to Vice President.

Sarah B. Foster

Leonard W. Bradock
Witnesses as to Ass't. Secretary.

FLORIDA EAST COAST RAILWAY COMPANY

By H. H. Hodderburgh
Vice President.

ATTEST:

L. P. Cimell

Assistant Secretary.

CITY OF HOLLYWOOD, Florida

By

Paul R. Johnson
Chairman Mayor

ATTEST:

F. D. Blackwell

City Clerk

W. B. Stevatt

H. F. Fesler
Witnesses as to Chairman.

W. B. Stevatt

H. F. Fesler
Witnesses as to City Clerk.

3/4/27
Bob Engle

RESOLUTION NO. 168

Upon motion duly made and seconded, the following resolution was unanimously adopted:

BE IT RESOLVED by the City Commission of the City of Hollywood, a municipal corporation of the State of Florida:

- (1) That the said City hereby consents to and agrees to enter into a road crossing agreement with Florida East Coast Railway Company, a corporation, wherein and whereby said City is granted the right and privilege to use as easements for road crossing purposes only those certain parts of the right-of-way and property of said Railway Company at Garfield Street, Pierce Street, Monroe Street, and Washington Street in said City, according to the further description and under the terms and conditions contained in copy of said proposed agreement attached hereto and made a part hereof.
- (2) That the Chairman, with the attestation of the City Clerk, be and they are hereby authorized and directed to execute said road crossing agreement for and on behalf of the City of Hollywood, a municipal corporation of the State of Florida.

F. D. Blackwell
City Clerk

STATE OF FLORIDA, |
COUNTY OF BROWARD, :
CITY OF HOLLYWOOD. |

I, F. D. Blackwell, City Clerk of the City of Hollywood, a municipal corporation of the State of Florida, do hereby certify that the foregoing resolution is a true and correct copy of original resolution of City Commission of City of Hollywood, passed at a meeting of said City Commission, held on the 23 day of February, A. D. 1927, as the same appears in Book Resolution, Page no 168, of the records of said City in my official custody.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of said City, in the State, County and City aforesaid, this 23 day of February, A. D. 1927.

F. D. Blackwell
City Clerk, City of Hollywood.