

**EXHIBIT "3"**

PREPARED BY, RECORD AND RETURN  
TO:

Eduardo R. Robayna, Esq.  
Eduardo R. Robayna, PLLC  
6201 SW 70th Street, Suite 200  
South Miami, FL 33143

**PUBLIC ACCESS EASEMENT**

THIS PUBLIC ACCESS EASEMENT (this "Easement") is granted this 28<sup>th</sup> day of July, 2022 by **DOWNTOWN HOLLYWOOD HOLDINGS, LLC**, a Delaware limited liability company ("Grantor"), to the **CITY OF HOLLYWOOD, FLORIDA**, a municipal corporation, having an address of 2600 Hollywood Boulevard, Hollywood, Florida 33020 ("Grantee").

(WHEREVER USED HEREIN, THE TERMS "GRANTOR" AND "GRANTEE" INCLUDE ALL THE PARTIES TO THIS INSTRUMENT AND THE HEIRS, LEGAL REPRESENTATIVES AND ASSIGNS OF INDIVIDUALS AND THE SUCCESSORS AND ASSIGNS OF CORPORATIONS, WHEREVER THE CONTEXT SO ADMITS OR REQUIRES.)

**W I T N E S S E T H:**

- A. Grantor is the fee title owner of that certain parcel of real property more particularly described on **Exhibit "A"** attached hereto and incorporated herein (collectively the "Property").
- B. Grantee is a municipality within whose jurisdiction the Property is located.
- C. Grantor proposed and Grantee approved a mixed-use development to be construction on the Property ("the Project") as described in Resolution No. 19-CDPVM-61 adopted by the City of Hollywood Planning and Development Board on June 8, 2021, as the same has been or may be amended from timeto time (the "Site Plan").
- D. In connection with the Site Plan approval, Grantee approved the vacation of a portion of the 15' wide service alley within Block 9 of the Plat of "THE TOWN OF HOLLYWOOD" (the "Alley") as approved in Ordinance O-2021-014 of the City of Hollywood, Florida, recorded as Instrument 118138271 of the Public Records of Broward County

E. As a condition of approval of the vacation of the Alley, Grantor is required to dedicate to Grantee a non-exclusive Access Easement between North 20<sup>th</sup> Avenue and Dixie Highway, restricted to a height of fourteen feet (14') above finished grade, through Grantor's Property, in order to provide a for a continuous alley network, as more particularly described on **Composite Exhibit "B"** attached hereto ("Access Easement")

F. Grantor desires to grant and create, pursuant to the terms and conditions hereinafter set forth, and Grantee has agreed to accept the Access Easement as defined below.

NOW, THEREFORE, for Ten and No/100 Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agrees as follows.

1. Recitals. The recitals set forth above are true and correct and are incorporated herein by this reference.

2. Grant of Easement. Grantor hereby grants and conveys to Grantee, a non-exclusive public pedestrian easement, and vehicular easement over, across and upon the Access Easement for the purpose of permitting public pedestrian and vehicular access between North 20<sup>th</sup> Avenue and Dixie Highway subject to the rights reserved by Grantor, as outlined below, and subject to the improvements constructed on the Property including those shown on the Site Plan. The Access Easement shall be accessible to the public as provided in this paragraph, with the understanding that Grantor shall have the right to temporarily close the Access Easement for safety reasons and as outlined in Section 4 below.

3. Notices. Any notice required or permitted to be given hereunder shall be in writing and may be given by personal delivery or by certified mail return receipt requested, postage prepaid to the address set in this paragraph, or such other address as a party may designate on notice to the other.

**Grantor:**

Downtown Hollywood Holdings, LLC  
6201 SW 70<sup>th</sup> Street, Suite 200  
South Miami, FL 33143

**With a copy to:**

Peter D. Lopez, Esq.  
Stearns Weaver Miller Weissler  
Alhadeff & Sitterson, P.A.  
2020 Salzedo Street, 6<sup>th</sup> Floor  
Coral Gables, FL 33134

**Grantee:**

City of Hollywood, Florida  
2600 Hollywood Boulevard  
Hollywood, Florida 33020  
Attn: City Attorney

4. Reservation of Rights.

(a) Use of Access Easement. Grantor hereby reserves all rights of ownership in and to the Access Easement which are not inconsistent with this Easement, including, without limitation: (i) the right to grant further non-exclusive easements on, over, under and/or across the Access Easement (i.e., utility, access, etc.) which are not inconsistent with the purpose of this Easement; and (ii) the exclusive right to restore, to design, build, furnish and maintain any and all improvements (including, but not limited to landscaping, irrigation, pavers and lighting) located within and adjacent to the Access Easement and as shown on the Site Plan.

(b) Hours of Operation of Easement Area. The Easement Area shall be fully accessible to the public, except that Grantor shall have the right to temporarily close the Easement Area for the purposes outlined in Section 4(a) above.

5. Successors and Assigns. This Easement shall be binding upon the successors and assigns of the Grantor and Grantee, and the fee owner(s) from time to time of the Access Easement and the Property, or both.

6. Exhibits. All of the Exhibits attached to this Easement are incorporated in and made a part of this Easement.

7. Sovereign Immunity. Nothing in this Easement shall be interpreted to constitute a waiver of the sovereign immunity of the Grantee with respect to any negligence actions brought against the Grantee by third parties.

8. Form of Document. The provisions of this Easement do not imply obligations on the part of the Grantee. The Easement shall not cease to exist upon default by the Grantor or the Grantee's failure to give notice.

9. Amendments. This Easement may not be amended or modified except by written instrument executed by all of the then fee owner(s) of the Access Easement and the City Commission of Grantee; provided however, that amendments or modifications to correct or amend Composite Exhibit "B" of this Easement may be executed by the then fee owner(s) to which this Easement has been assigned and City Manager or other authorized representative of Grantee without necessitating review and approval by the City Commission or other departments of the Grantee. Modifications or amendments shall be recorded in the Public Records of Broward County, Florida.

10. Termination. Termination of this Easement may only be accomplished through the City's easement vacation process as provided in the City's Code of Ordinances.

11. Satisfaction of Ordinance. Grantor and Grantee agree that this Easement satisfies condition (ii) of Section 5 of The City of Hollywood, Florida Ordinance No. O-2021-14 as recorded as Instrument 11838271 of the Public Records of Broward County and The City of Hollywood, Florida Engineer shall record a certificate in the public records of Broward County confirming the satisfaction of same.

12. Entire Agreement. This Easement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings and arrangements, both oral and written, between the parties with respect thereto.

13. Captions. The captions and paragraph headings contained in this Easement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Easement, nor the intent of any provision hereof.

14. Counterparts. This Easement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Easement.

15. Waiver. No waiver of any of the provisions of this Easement shall be effective unless it is in writing, signed by the party against whom it is asserted and any such waiver shall only be applicable to the specific instance in which it relates and shall not be deemed to be a continuing or future waiver.

16. Governing Law. This Easement shall be governed by and construed in accordance with the laws of the State of Florida and venue for any litigation arising hereunder shall be Broward County, Florida.

17. Recordation. Upon execution and delivery, Grantor shall record this Easement in the public records of Broward County, Florida.

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[Signatures begin on next page]



**EXHIBIT "A"**  
**Legal Description**

**PARCEL A:**

Lot 1 and 2, Block 9, Hollywood, according to the plat thereof, as recorded in Plat Book 1, Page 21, of the Public Records of Broward County, Florida.

**PARCEL B:**

Lot 3, Block 9, Hollywood, according to the plat thereof, as recorded in Plat Book 1, Page 21, of the Public Records of Broward County, Florida.

**PARCEL C:**

Lots 14, 15, 16, 17, 18, 23, 24, 26, less the East 8 feet thereof, and Lots 27, 28, 29, 30, and 31, Block 9, Hollywood, according to the plat thereof, as recorded in Plat Book 1, Page 21, of the Public Records of Broward County, Florida, together with a portion of the vacated valley situated between Lots 14 through 22, and Lots 23 through 31, and more particularly described as follows:

Begin at the Northwest corner of said Lot 31, Block 9; thence Easterly along the North line of said Block 9, a distance of 142.00 feet to a point located along the Northern boundary line of Lot 26 and being 8 feet west of the Northwest corner of Lot 25; thence leaving the North line of said Block 9 and running parallel to and 8 feet to the West of said West line of Lot 25, Block 9 (said line being the Western boundary line of the property now or formerly owned by Ralph W. Zimmerman) run in a Southerly direction a distance of 121 feet to a point; thence, continuing along the boundary line of said land now or formerly owned by Ralph W. Zimmerman, run the following 2 courses and distances: with an included angle to the right of 90°00'00", run easterly a distance of 33 feet to a point; thence with an included angle to the right of 90°00'00", run Northerly a distance of 121 feet to a point said point being along the North line of said Block 9; thence leaving the lands now or formerly owned by Ralph W. Zimmerman and continuing along the North line of Block 9 run in an easterly direction a distance of 60.39 feet to a point; thence with an included angle to the left of 89°17'08", run Southerly along the east line of said Block 9, a distance of 134.01 feet to the Northeast corner of Lot 22; thence with an included angle to the left of 90°40'52", run Westerly along the North line of Lots 19 through 22, Block 9, a distance of 108.88 feet to the Northwest corner of said Lot 19; thence with an included angle to the right of 90°00'00", run Southerly along the West line of said Lot 19, a distance of 134.00 feet to the Southwest corner of said Lot 19; thence with an included angle to the left of 90°00'00", run Westerly along the South line of said Lots 14 through 18, a distance of 125.00 feet to the Southwest corner of said Lot 14; thence with an included angle to the left of 90°00'00", run Northerly along the West line of said Lots 14 and 31, a distance of 255.00 feet to the point of beginning.

Together with:

Lot 25 and the East 8 feet of Lot 26, Block 9, Hollywood, according to the plat thereof, as recorded in Plat Book 1, Page 21, of the Public Records of Broward County, Florida, and being more particularly described as follows:

Commence at the Northwest corner of said Lot 38, Block 9; thence Easterly along the North line of said Block 9, a distance of 317.00 feet to the point of beginning; thence continue along the aforementioned course, a distance of 33.00 feet; thence with an included angle to the left of 90°, run Southerly a distance of 121.00 feet; thence with an included angle to the left of 90°, run Westerly a distance of 33.00 feet; thence with an included angle to the left of 90°, run Northerly a distance of 121.00 feet to the point of beginning.

PARCEL D:

Lots 19, 20, 21, 22, 32, 33, 34, 35, 36, 37, and 38, Block 9, Hollywood, according to the plat thereof, as recorded in Plat Book 1, Page 21, of the Public Records of Broward County, Florida.

**COMPOSITE EXHIBIT "B"**  
**Description of Public Access Easement Area**





SKETCH AND LEGAL DESCRIPTION

SHEET 1 OF 1

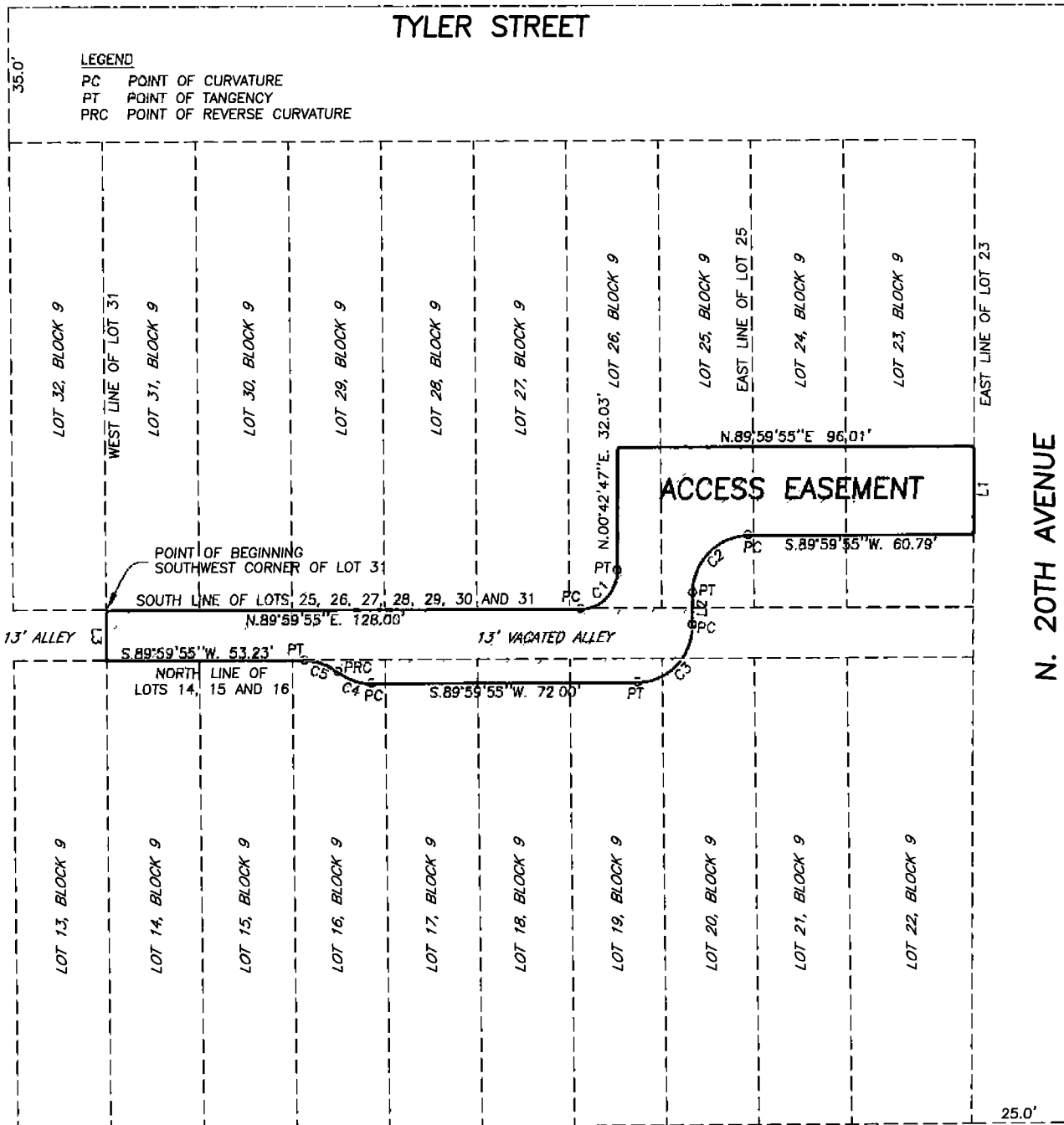
Composite EXHIBIT B  
ACCESS EASEMENT  
PROJECT# 40158SL6B

**LEGAL DESCRIPTION**

A PORTION OF ALLEYWAY BOUND ON THE WEST BY THE WEST EXTENSION OF LOT 31, BLOCK 9 AND ON THE EAST BY THE EAST EXTENSION OF LOT 25, BLOCK 9 LYING BETWEEN LOTS 25, 26, 27, 28, 29, 30, 31 AND LOTS 14, 15, 16, 17, 18, 19 AND 20 BLOCK 9, AND A PORTION OF LOTS 23, 24, 25 AND 26, BLOCK 9, OF "THE TOWN OF HOLLYWOOD", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 21, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 31, THENCE N.89°59'55"E. ALONG THE SOUTH LINE OF LOTS 25, 26, 27, 28, 29, 30 AND 31, BLOCK 9, FOR A DISTANCE OF 128.00 FEET TO A POINT OF CURVATURE; THENCE EAST ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 10.00 FEET AN ANGLE OF 89°17'08" FOR AN ARC DISTANCE OF 15.58 FEET TO THE POINT OF TANGENCY; THENCE NORTH N.00°42'47"E., FOR A DISTANCE OF 32.03 FEET; THENCE N.89°59'55"E., FOR A DISTANCE OF 96.01 FEET; THENCE S.00°42'47"W. ALONG THE EAST LINE OF LOT 23, BLOCK 9, FOR A DISTANCE OF 23.00 FEET; THENCE S.89°59'55"W., FOR A DISTANCE OF 60.79 FEET TO A POINT OF CURVATURE; THENCE WEST ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET AN ANGLE OF 89°17'08" FOR AN ARC DISTANCE OF 23.37 FEET TO THE POINT OF TANGENCY; THENCE S.00°42'47"W., FOR A DISTANCE OF 8.27 FEET TO A POINT OF CURVATURE; THENCE SOUTH ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 15.00 FEET AN ANGLE OF 89°17'08" FOR AN ARC DISTANCE OF 15.00 FEET TO THE POINT OF TANGENCY; THENCE S.89°59'55"W., FOR A DISTANCE OF 72.00 FEET TO A POINT OF CURVATURE; THENCE WEST ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 15.00 FEET AN ANGLE OF 36°51'39" FOR AN ARC DISTANCE OF 9.65 FEET TO THE POINT OF REVERSE CURVATURE; THENCE NORTHWESTERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET AN ANGLE OF 36°51'39" FOR AN ARC DISTANCE OF 9.65 FEET TO THE POINT OF TANGENCY; THENCE S.89°59'55"W. ALONG THE NORTH LINE OF LOTS 14, 15 AND 16, BLOCK 9, FOR A DISTANCE OF 55.23 FEET; THENCE N.00°00'05"W. ALONG A LINE BEING AN EXTENSION OF THE WEST LINE OF SAID LOT 31, FOR A DISTANCE OF 13.00 FEET TO THE POINT OF BEGINNING, SAID EASEMENT VERTICAL LIMITS ARE AS FOLLOWS: THE BOTTOM PLANE OF THE VERTICAL SPACE CONTAINED WITHIN SAID EASEMENT SHALL BE (BASED ON FINAL FINISHED GRADE OF ROADWAY) ASSUMED AT 0.00 FEET; AND THE TOP PLANE OF THE VERTICAL SPACE OF SAID EASEMENT SHALL BE 14.00 FEET ABOVE SAID ELEVATIONS CITED FOR THE BOTTOM PLANE.

70' RIGHT-OF-WAY



**LEGEND**

- PC POINT OF CURVATURE
- PT POINT OF TANGENCY
- PRC POINT OF REVERSE CURVATURE

ACCESS EASEMENT

**LINE TABLE**

NUMBER	DIRECTION	DISTANCE
LINE 1	S.00°42'47"W.	23.00'
LINE 2	S.00°42'47"W.	8.27'
LINE 3	N.00°00'05"W.	13.00'

**CURVE TABLE**

NUMBER	DELTA	RADIUS	ARC
C1	89°17'08"	10.00	15.58
C2	89°17'08"	15.00	23.37
C3	89°17'08"	15.00	23.37
C4	36°51'39"	15.00	9.65
C5	36°51'39"	15.00	9.65

*Paul J. Stowell*  
PAUL J. STOWELL

PROFESSIONAL LAND SURVEYOR FLORIDA CERTIFICATION NO. 5241  
6129 STIRLING RD SUITE 2 DAVIE, FLORIDA 33314  
p.954.587.2100 f.954.587.5418 ATLANTIC COAST SURVEYING INC.

**NOTES**

1. BASIS OF BEARINGS AS INDICATED ON SKETCH.
2. THE LANDS SHOWN HEREON WERE NOT ABSTRACTED BY THIS OFFICE FOR EASEMENTS, RIGHT-OF-WAYS, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD.
3. THE LEGAL DESCRIPTION AND SKETCH DOES NOT CONSTITUTE A LAND SURVEY ATLANTIC COAST SURVEYING, INC.
4. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR

N. 20TH AVENUE  
(PLATTED AS SECOND AVENUE)

50' RIGHT-OF-WAY



SKETCH AND LEGAL DESCRIPTION

SHEET 1 OF 1

Composite EXHIBIT B  
ACCESS EASEMENT  
PROJECT# 40158SL5B

**LEGAL DESCRIPTION**

THAT PORTION OF ALLEYWAY BOUND ON THE NORTH BY THE NORTH EXTENSION OF LOT 38, BLOCK 9 AND ON THE SOUTH BY THE WEST EXTENSION OF LOT 38, BLOCK 9 LYING BETWEEN LOT 38 AND LOTS 1, 2 AND 3, BLOCK 9, AND A PORTION OF LOTS 2, 3 AND 38, BLOCK 9, OF "THE TOWN OF HOLLYWOOD", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 21, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 38, THENCE S.00°00'05"E., ALONG THE WEST LINE OF SAID LOT 38 FOR A DISTANCE OF 96.00 FEET TO A POINT OF CURVATURE; THENCE SOUTH ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET AN ANGLE OF 90°00'00" FOR A ARC DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE S.89°59'55"W. ALONG THE SOUTH LINE OF SAID LOT 38 EXTENDED TO THE EAST LINE OF LOT 3, BLOCK 9, FOR A DISTANCE OF 40.00 FEET; THENCE N.00°00'05"W., ALONG THE EAST LINE OF LOT 3, BLOCK 9 FOR A DISTANCE OF 4.20 FEET TO A POINT OF CURVATURE; THENCE NORTH ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET AN ANGLE OF 90°00'00" FOR A ARC DISTANCE OF 23.56 FEET TO THE POINT OF TANGENCY; THENCE S.89°59'55"W., FOR A DISTANCE OF 120.00 FEET; THENCE N.00°00'05"W. ALONG THE WEST LINE OF LOTS 2 AND 3, BLOCK 9, FOR A DISTANCE OF 22.00 FEET; THENCE N.89°59'55"E., FOR A DISTANCE OF 120.00 TO A POINT OF CURVATURE; THENCE EAST ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET AN ANGLE OF 90°00'00" FOR A ARC DISTANCE OF 23.56 FEET TO THE POINT OF TANGENCY; THENCE N.00°00'05"W., ALONG THE EAST LINE OF LOTS 1 AND 2, BLOCK 9 FOR A DISTANCE OF 64.80 FEET; THENCE N.89°59'55"E. ALONG A LINE BEING AN EXTENSION OF THE NORTH LINE OF SAID LOT 38, FOR A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING, SAID EASEMENT VERTICAL LIMITS ARE AS FOLLOWS: THE BOTTOM PLANE OF THE VERTICAL SPACE CONTAINED WITHIN SAID EASEMENT SHALL BE (BASED ON FINAL FINISHED GRADE OF ROADWAY) ASSUMED AT 0.00 FEET; AND THE TOP PLANE OF THE VERTICAL SPACE OF SAID EASEMENT SHALL BE 14.00 FEET ABOVE SAID ELEVATIONS CITED FOR THE BOTTOM PLANE.

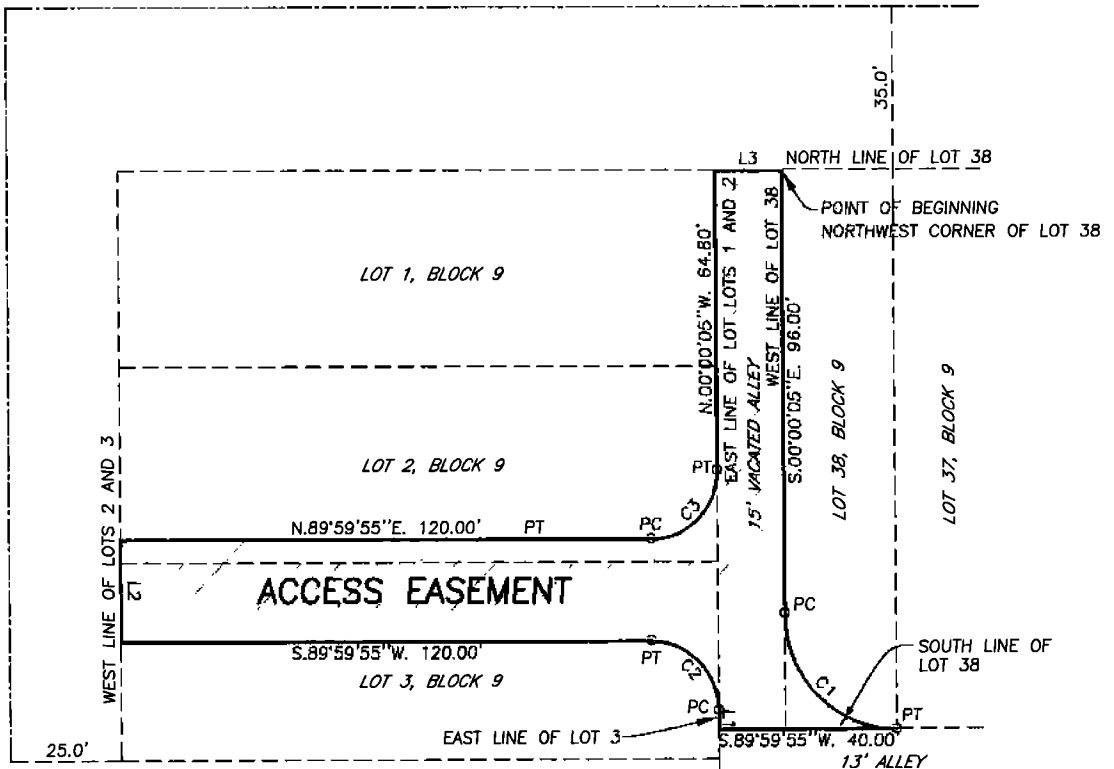
**LEGEND**

PC POINT OF CURVATURE  
PT POINT OF TANGENCY

70' RIGHT-OF-WAY  
TYLER STREET



50' RIGHT-OF-WAY  
N. 21ST AVENUE



**CURVE TABLE**

NUMBER	DELTA	RADIUS '	ARC '
C1	90°00'00"	25.00	39.27
C2	90°00'00"	15.00	23.56
C3	90°00'00"	15.00	23.56

**LINE TABLE**

NUMBER	DIRECTION	DISTANCE
L1	N.00°00'05"W.	4.20'
L2	N.00°00'05"W.	22.00'
L3	N.89°59'55"E.	15.00'

*Paul J. Stowell*  
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**NOTES**

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4. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR