

R-2014-074
4/2/2014

Item Segment No.: N/A
State Project No.: 86040-2507
Federal Project No.: M-6404-(1)
State Road No.: A-1-A/Hollywood Blvd.
County: Broward
Parcel No.: 100 PT, 106 PT, 107 PT, 112 PT
Excess Parcel No.: 1875

RENEWAL OF AIRSPACE AGREEMENT

The Airspace Agreement (Lease) between the State of Florida Department of Transportation, **Lessor**, and the City of Hollywood, **Lessee**, originally entered into on May 3, 1994 for a period of twenty (20) years, is hereby renewed on this date, May 12, 2014, pursuant to Paragraph 2 (Term), of said original Airspace Agreement for an additional twenty (20) year period beginning on May 3, 2014 and ending on May 2, 2034, subject to the following revisions:

1. Lease shall continue to be for a public purpose.
2. Lease area to be modified at Lessee's expense to be utilized as a parking lot for the City's beach maintenance staff parking, parking and storage of equipment and a modular office trailer.
3. Lessee shall be responsible for all utilities on the lease area.
4. Lease shall be subject to all utilities remaining in place and/or relocated at the expense of the lessee.
5. All approved connection(s) and turning movements are subject to the Department's continuing authority to modify such connection(s) or turning movements in order to protect safety and traffic operations on the state highway or State Highway System.
6. Construction plans shall be reviewed by the Department prior to any work being performed.
7. Lessee to install an entry card reader at the south entrance. This reader shall be located in a location to minimize queuing onto SR A-1-A.
8. All hazardous materials (gas, chemicals, etc.) shall be properly stored in fireproof storage containers.
9. Care should be taken to ensure nothing other than stormwater is discharged into the stormwater inlet adjacent to the north east side of the property. This would include ensuring that the storage containers have proper secondary containment and/or other precautions as necessary to ensure that no illicit discharges occur as a result of accidental discharge or tracking of hazardous materials such as chemicals or petroleum products stored in the containers.
10. Since existing parking meters are being removed, if the City wishes to reinstall them at a later date, applicable Department Right of Way Procedures shall be followed. The City and Department shall agree on a shared percentage of all parking revenues.
11. The **Proposed Site Plan** is attached hereto as: **Exhibit "A" to Renewal of Airspace Agreement**.

Item Segment No.: N/A
State Project No.: 86040-2507
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State Road No.: A-1-A/Hollywood Blvd.
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Parcel No.: 100 PT, 106 PT, 107 PT, 112 PT
Excess Parcel No.: 1875

All other provisions, terms and conditions of the original Airspace Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first written above.

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION (LESSOR)**



By:

A handwritten signature in blue ink, appearing to read "James A. Wolfe", written over a horizontal line.

James A. Wolfe, P.E., District Secretary

Attest:

A handwritten signature in blue ink, appearing to read "Maria Gutierrez", written over a horizontal line.

Maria Gutierrez, Executive Secretary

APPROVED AS TO FORM:

By:

A handwritten signature in blue ink, appearing to read "Laurice Mayes", written over a horizontal line.

Laurice Mayes, FDOT Senior Attorney

**CITY OF HOLLYWOOD, a Florida municipal corporation
(LESSEE)**

By:

A handwritten signature in blue ink, appearing to read "Peter Bober", written over a horizontal line.

Peter Bober, Mayor

Attest:

A handwritten signature in blue ink, appearing to read "Patricia A. Cerny", written over a horizontal line.

Patricia A. Cerny, MMC, City Clerk

**APPROVED AS TO FORM AND SUFFICIENCY
FOR THE USE AND RELIANCE OF THE
CITY OF HOLLYWOOD ONLY:**

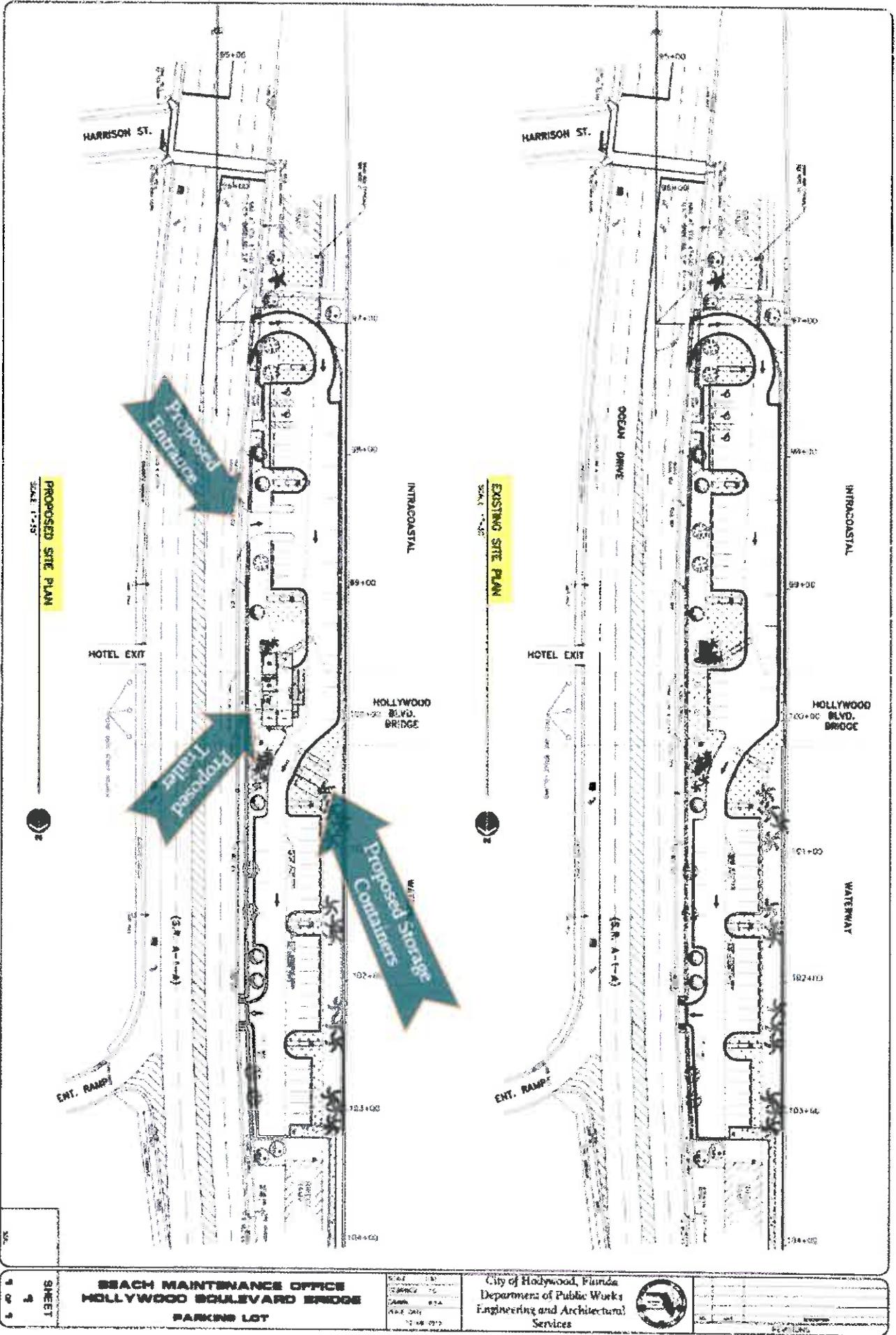
By:

A handwritten signature in blue ink, appearing to read "Jeffrey P. Sheffel", written over a horizontal line.

Jeffrey P. Sheffel, Esquire, City Attorney

af

Exhibit "A"



BCMA 14-008

SHEET 1 OF 1

**BEACH MAINTENANCE OFFICE
HOLLYWOOD BOULEVARD BRIDGE
PARKING LOT**

DATE: 11/14/14
 DRAWN BY: JAC
 CHECKED BY: JAC
 DATE: 11/14/14

City of Hollywood, Florida
 Department of Public Works
 Engineering and Architectural
 Services



*E-94, 21
11/1/94*

STATE PROJECT NO.: 86040-2507
W.P.I. NO.: 4110279
F.A.P. NO.: M-6404-(1)
STATE ROAD NO.: A-1-A/HOLLYWOOD BOULEVARD
PARCEL NOS.: 100 PT, 106 PT, 107 PT, 112 PT
COUNTY: BROWARD

AIRSPACE AGREEMENT

THIS AGREEMENT made and entered into this 3rd day of MAY, 1994, by and between the CITY OF HOLLYWOOD of P.O. Box 229045, Hollywood, Florida 33022-9045 (hereinafter called Lessee) and the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, a component agency of the State of Florida (hereinafter called Department or Lessor).

WITNESSETH:

WHEREAS, under Section 337.25(5) of the Florida Statutes, Department may convey a leasehold in the name of the State, to any land, buildings or other property, real or personal; and

WHEREAS, the United States Department of Transportation, Federal Highway Administration (hereinafter called FHWA) requires any use of airspace above, at or below, the highways established grade line, lying within the approved right-of-way limits on a Federal Aid System to be pursuant to an airspace agreement providing for adherence to all policy requirements in the applicable directive, (23 CFR 713 Subpart B) where such are appropriate to the intended use; and

WHEREAS, the Department has acquired sufficient legal right, title and interest in the right of way of State Road A-1-A and Hollywood Boulevard, which includes the property described in Exhibit "A" attached hereto and by reference made a part

hereof, which right of way is part of a highway on a Federal Aid System; and

WHEREAS, the Department desires to lease the airspace above the property described in Exhibit "A" to Lessee for the following purpose:

To be used as a metered parking lot to relieve traffic congestion in the area;

and

WHEREAS, the proposed use will not impair the full use and safety of the highway; or require or permit vehicular access to such space directly from the established grade line of said highway; or interfere with the free flow of traffic on said highway; and will not result in violation of Part 626 of the Regulations of the Administrator, Federal Aviation Agency, as amended;

NOW, THEREFORE, in consideration of the premises, and the covenants, promises, understandings and agreements made by each party to the other as set forth herein, the Department and the Lessee do hereby mutually agree as follows:

1. Premises

The premises hereto are true and correct and form an integral part of this Agreement.

2. Property and Term

The Department does hereby lease unto Lessee the airspace above the lands described in Exhibit "A", attached hereto and made a part hereof, for a period of **twenty (20) years** beginning with the date of this Agreement. One renewal of this Agreement may be made for **twenty (20) years**. However, except for a public purpose

conveyance, such renewal may not exceed five years. Nothing herein shall be construed to in any way grant an interest in the land itself lying below said airspace.

3. Rent

a. Lessee shall pay to the Department as rent each year in advance **One Dollar (\$1.00)** plus applicable sales tax. When this Agreement is terminated, the unearned portion of any rent and sales tax payment shall be refunded to Lessee. However, no such refund shall be made where termination is due to Lessee's violation of a term or condition of this Agreement.

b. The Department reserves the right to review and adjust the rental fee biannually and at renewal to reflect market conditions.

c. All rental payments are to be made by check or money order, payable to the State of Florida Department of Transportation and delivered on or before the due date to:

Florida Department of Transportation
Right-of-Way Real Estate Division
3400 West Commercial Boulevard
Fort Lauderdale, Florida 33309-3421

d. Lessee shall be responsible for all state, county, city and local taxes that may be assessed, including real property taxes and special assessments. In the event that no rent is specified herein, then it has been determined that either the use by Lessee is a nonproprietary use by a governmental agency or an exception from the current fair market rental value requirement (23 U.S.C. Section 156) has been obtained for social, environmental and economic mitigation (SEE) purposes. In

the event that it should be determined at any time that the use is not a nonproprietary use by a governmental agency or that the SEE exception does not apply or has been revoked, lessee agrees to pay, at that time, the rent that should have been paid under the fair market rental value requirement as determined by an independent appraiser certified by the Department, and Lessee further agrees to pay such rent, under the terms and conditions of this Paragraph 3, for the remaining term (including renewals) of this Agreement.

e. Any installment of rent not received within ten (10) days after the due date shall bear interest at the highest rate allowed by law from the due date thereof. This provision shall not obligate Lessor to accept late rent payments or provide Lessee a grace period.

4. Use, Occupancy and Maintenance

a. The Lessee shall be responsible for developing and operating the airspace as set forth herein.

b. The Lessee's proposed use of the space is as follows: **A metered parking area.**

c. The general design for the use of the space, including any facilities to be constructed, and the maps, plans, and sketches setting out the pertinent features of the use of the space in relation to the highway facility are set forth in composite Exhibit "B" attached hereto and by this reference made a part hereof. In addition, said composite Exhibit "B" also contains a three-dimensional description of the space to

be used, unless the use is of a surface area beneath an elevated highway structure or adjacent to a highway roadway for recreation, public park, beautification, parking of motor vehicles, public mass transit facilities, or other similar uses, in which case, a metes and bounds description of the surface area, together with appropriate plans or cross sections clearly defining the vertical use limits, may be substituted for said three-dimensional description in said composite Exhibit "B".

d. Any change in the authorized use of the airspace or revision in the design or construction of the facility described in Exhibit "B" shall require prior written approval from the District Secretary of the Department, subject also to concurrence by the FHWA.

e. The Department, through its duly authorized representatives, employees and contractors, and any authorized FHWA representative, may enter the airspace facility at any time for the purpose of inspection, maintenance, or reconstruction of the highway and adjacent facilities, when necessary; or for the purpose of surveying, drilling, monitor well installation, sampling, remediation, and any other action which is reasonable and necessary to conduct an environmental assessment or to abate an environmental hazard. (See No. 1 of Addendum).

f. Lessee, at lessee's sole cost and expense, shall maintain the facility to occupy the airspace so as to assure that the structures and the area within the highway right-of-way boundaries will be kept in good condition, both as to safety and appearance. Such maintenance will be accomplished in a manner so as to cause no

unreasonable interference with the highway use. In the event that Lessee fails to so maintain the facility, the Department, through its duly authorized representatives, employees and contractors, may enter the facility to perform such work, and the cost thereof shall be chargeable to the Lessee and shall be immediately due and payable to the Department upon the performance of such work.

g. Portable or temporary advertising signs are prohibited.

h. The occupancy and use of the space shall not be of such as will permit unreasonably objectionable smoke, fumes, vapor or odors to rise above the grade line of the highway.

i. Where, for the proposed use of the space, the highway requires additional highway facilities for the proper operation and maintenance of the highway, such facilities shall be provided by the Lessee without cost to either the Department or the FHWA and subject to both Department and FHWA approval.

j. The proposed use shall not cause or allow any changes in the existing drainage on the land under the airspace.

k. Lessee shall not occupy or use or permit or suffer the demised premises or any part thereof to be occupied or used for any illegal business use or purpose, nor for any business use or purpose deemed to be hazardous or involving any substance which under State law, Federal law, or common usage, constitutes a hazardous substance or waste; nor in such manner as to constitute a nuisance of any kind, nor for any purpose or in any way in violation of any present or future laws, orders,

directions, ordinances or regulations of the United States of America, the State of Florida, any county or other lawful authority.

I. Existing utilities and all corresponding easements shall remain in place and Lessee shall not disturb the same.

5. Insurance and Indemnification

a. Lessee and its contractors constructing the facility shall at all times during the term of this Agreement (unless a shorter time is specified) maintain such insurance coverage in such amounts as are specified in the Addendum, if any, attached hereto and by this reference made a part hereof. Upon execution of this Agreement by both parties (or upon execution of the construction contract with respect to Lessee's contractors), Lessee shall provide to the Department certificates of insurance showing such coverage to be in effect and showing the Department to be an additional named insured under such policies. Such policies shall provide that the insurance is not cancelable except upon thirty (30) days prior written notice to the Department, and the coverage thereunder shall apply on a primary basis to any other insurance maintained by the Department, its officers, servants, agents and employees. Except with respect to the total limits of liability, the insurance coverage provided shall apply to each insured in the same manner as if separate policies had been issued to each. (See No. 2 of Addendum).

b. Lessee shall be solely responsible for the payment of any damages occurring to the highway or any related facilities or structures or to the public for

personal injury, loss of life, and property damage which arise out of or relate to the construction, maintenance, or use of the airspace or of the facility existing or to be constructed.

c. The Lessee understands and agrees that the rights and privileges herein set out are granted only to the extent of the state's right, title and interest in the land to be used by the Lessee. The Lessee will at all times assume all risk of and indemnify, defend, and save harmless the State of Florida and the Department from and against all loss, damage, cost or expense, including attorney's fees, arising in any manner on account of the exercise or attempted exercises by said lessee of the aforesaid rights and privileges including, but not limited to, the construction, operation, and maintenance of the facility or the Lessee's default under this Agreement, regardless of the apportionment of negligence of the parties involved, unless due to the sole negligence of the Department. THE LESSEE, THEREFORE, AGREES TO INDEMNIFY THE DEPARTMENT FOR THE DEPARTMENT'S OWN NEGLIGENCE.

Lessee's obligation to indemnify, defend, and pay for the defense or at the Department's option, to participate and associate with the Department in the defense and trial of any claim and any related settlement negotiations, shall be triggered by the Department's notice of claim for indemnification to Lessee. Lessee's inability to evaluate liability or its evaluation of liability shall not excuse Lessee's duty to defend and indemnify within seven days after such notice by the Department is given by

registered mail. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the Department solely negligent shall excuse performance of this provision by contractor. Lessee shall pay all costs and fees related to this obligation and its enforcement by the Department. Department's failure to notify Lessee of a claim shall not release Lessee of the above duty to defend. (See No. 3 of Addendum).

6. Termination and Revocation

a. This Agreement may be terminated by the Lessor upon thirty (30) days notice to the Lessee.

b. It is understood and agreed to by the Lessee that the Department reserves the right to revoke this lease without liability, in the event the Lessee violates any of the conditions of this Agreement and such violation is not corrected within a reasonable time after written notice of noncompliance, has been given. In the event the Agreement is revoked and the Department deems it necessary to request the removal of the facilities occupying the space, the removal shall be accomplished by the Lessee in a manner prescribed by the Department at no cost to the Department or the FHWA.

c. The Lessee must notify the Department of its intention to renegotiate the lease not later than thirty (30) days prior to the expiration of the original lease term, but no earlier than one hundred eighty (180) days prior to the expiration of the original lease term. Lessee's failure to comply with the foregoing notice provision may result

in the Department's refusal to renegotiate the lease.

d. Upon expiration of this Agreement, Lessee shall peaceably surrender and deliver the premises to Lessor, or its agents, in the condition existing at the commencement of this Agreement, (except for the removal of the facility if removal is not requested), normal wear and tear excepted.

e. If removal of the facility is requested, any such structures or improvements shall be removed by the Lessee at the Lessee's expense by midnight of the day of termination of this Agreement and the land restored as nearly as practicable.

f. This Agreement is revocable by the Department in the event that the airspace facility ceases to be used or is abandoned.

g. Lessee acknowledges and agrees that its relationship with Lessor under this Lease is one of Landlord and Tenant and no other relationship either expressed or implied shall be deemed to apply to the parties under this Lease. Termination of this Lease for any cause shall not be deemed a taking under any eminent domain or other law so as to entitle Lessee to compensation for any interest suffered or lost as a result of termination of this Lease, including but not limited to (i) any residual interest in the Lease, or (ii) any other facts or circumstances arising out of or in connection with this Lease.

h. Lessee hereby waives and relinquishes any legal rights and monetary claims which it might have for full compensation, or damages of any sort, including

but not limited to special damages, severance damages, removal costs or loss of business profits resulting from its loss of occupancy of the leased property specified in this Agreement, or adjacent properties owned or leased by it, when any or all such properties are taken by eminent domain proceedings or sold under the threat thereof.

This waiver and relinquishment applies whether (i) this Lease is still in existence on the date of taking or sale; or (ii) has been terminated prior thereto.

7. Miscellaneous

a. The airspace and Lessee's rights under this Agreement shall not be transferred, assigned or conveyed to another party without the prior written consent of the Department, subject to concurrence by the FHWA.

b. In conformance with the Civil Rights Act of 1964 (Title VI, Appendix "C") and Title 49 Code of Federal Regulations Part 21, the Lessee agrees as follows:

1. That as a part of the consideration hereof, Lessee does hereby covenant and agree as a covenant running with the land that (1) no person, on the ground of race, color, sex or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in connection with the construction of any improvements on said lands and the furnishing of services thereon, no discrimination shall be practiced in the selection of employees and contractors, by contractors; and (3) that the Lessee shall use the premises in compliance with all other requirements imposed pursuant to Title 15 Code of Federal Regulations, Commerce and Foreign Trade, Subtitle A, Office of

the Secretary of Commerce, Part 8 (15 C.F.R. Part 3), and as said Regulations may be amended.

2. That in the event of breach of any of the above discrimination covenants, the Department shall have the right to terminate the lease and to re-enter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.

c. During the term of Agreement Lessee shall, at Lessee's own cost and expense, promptly observe and comply with all present or future laws, requirements, orders, directions, ordinances and regulations of the United States of America, the State of Florida, county or city governments or lawful authority whatsoever, affecting the demised premises or appearances or any part thereof, and of all insurance companies writing policies covering the demised premises, or any part thereof.

d. In addition to the terms and conditions contained herein, the provisions of any Addendum of even date herewith which is identified to be a part hereof is hereby incorporated herein and made a part hereof by this reference. In the event of any conflict between the terms and conditions hereof and the provisions of the Addendum(s), the provisions of the Addendum(s) shall control, unless the provisions thereof are prohibited by law.

e. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto. Any provision hereof found to

be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.

f. This Agreement shall not be recorded in the public records of any city, county, or other governmental entity.

g. In the case of litigation arising out of the enforcement of any terms, covenants or provisions of this Lease, the prevailing party shall be entitled to recover its reasonable attorneys' fees from the non-prevailing party.

h. Lessee acknowledges that it has reviewed this Lease, is familiar with its terms and has had adequate opportunity to review this Lease with legal counsel of Lessee's choosing. Lessee has entered into this lease freely and voluntarily. This lease contains the complete understanding of the parties with respect to the subject matter hereof. All prior understandings and agreements, oral or written, heretofore made between the parties and/or between Lessee and the previous owner of the leased property and landlord of Lessee are merged in this Lease, which alone, fully and completely express the agreement between Lessee and Lessor with respect to the subject matter hereof. No modification, waiver or amendment of this Lease or any of its conditions or provisions shall be binding upon Lessor or Lessee unless in writing and signed by both such parties.

i. Lessee shall be solely responsible for all bills for electricity, lighting, power, gas, water, telephone and telegraph services, or any other utility or service used on the land.

j. This Agreement shall be governed by the laws of the State of Florida, and any applicable laws of the United State of America.

k. All notices to Lessor shall be sent to the address for rent payments and all notices to Lessee shall be sent to the property address, or:

As to the Department (Lessor):

Florida Department of Transportation
Right-of-Way Real Estate Division
3400 West Commercial Boulevard
Fort Lauderdale, Florida 33309

As to the "City of Hollywood" (Lessee):

City of Hollywood
Parking Systems Administrator
P.O. Box 229045
Hollywood, Florida 33022-9045

WITH A COPY TO:

Hollywood Attorney's OFFICE:
City of Hollywood
P.O. Box 229045
Hollywood, Florida 33022-9045

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

WITNESSES:

Maria Gutierrez
Ann Lashu
As to Lessor

STATE OF FLORIDA DEPARTMENT OF
TRANSPORTATION

By: Rick Chesser
Rick Chesser
District Secretary, District Four

APPROVED AS TO FORM AND
LEGALITY:

Samuel Mays
District Counsel

WITNESSES:

Michael Wenzel
Robin Van Dyke
As to Lessee

CITY OF HOLLYWOOD

By: Maria Pugh
Title: Mayor
Attest: Maureen J. Lombard
Title: City Clerk

ENDORSED AS TO FORM & LEGALITY

Jeffrey P. Sheffer
Jeffrey P. Sheffer
Acting City Attorney

ADDENDUM

This is an Addendum to that certain Airspace Agreement between the CITY OF HOLLYWOOD and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION dated this 3rd day of MAY, 1994. In addition to the provisions contained in said Agreement, the following terms and conditions shall be deemed to be a part thereof pursuant to Paragraph 7(d) of said Agreement:

1. Add the following sentence at the end of paragraph 4(e), page 5:

Lessee shall not construct any improvement that would interfere with such activities. If any improvements constructed by Lessee do interfere with any of the above-referenced activities, the Department shall have the right to remove such structures at the expense of Lessee.

2. Add the following to end of paragraph 5(a) on page 7:

If Lessee is a governmental entity that is self-insured in an amount acceptable to Lessor, then the insurance provision above shall not apply.

3. Notwithstanding the provision of paragraph 4(f) on page 5, if the Lessee fails to maintain the facility as required, the Department shall first give Lessee written notice of such deficiency and a reasonable opportunity to cure the deficiency prior to the Department entering the facility to perform the work.

4. Paragraphs 5(b) and (c) on pages 7 and 8 shall only apply to the extent provided by law and Lessee does not waive any of its rights under Section 768.28,

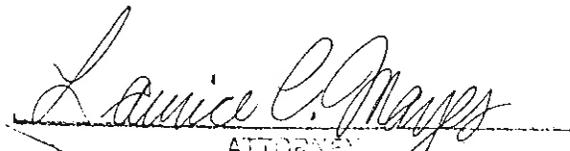
Florida Statutes.

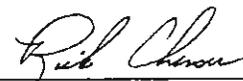
5. Lessee shall be solely responsible for the payment of any damage or injury resulting from any rocks or other debris falling from the overpass.

6. Lessee may construct "curb-cuts" subject to prior written approval by Florida Department of Transportation's Office of Access Management.

DATED: 5/3/94

State of Florida Department of Transportation

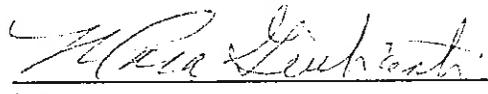

Lorraine C. Mays
ATTORNEY
APPROVED AS TO FORM

By: 
Rick Chesser, District Secretary
District Four

City of Hollywood

ENDORSED AS TO FORM & LEGALITY


Jeffrey P. Sheffel
Acting City Attorney

By: 
Lessee

Title: Mayor

AMG:\C:\WPDOC\MAYES\AIRSPACE.AGR

EXHIBIT "A" (PAGE A-1)
"AIR SPACE AGREEMENT"

SURPLUS LEASE

PARCEL'S 100-PART
106-PART
107-PART
112-PART

SECTION 86040-2507

A portion of Lots 59 through 64, Block A, and a portion of Lots 1 through 7, Block B, HOLLYWOOD BEACH, according to the plat thereof as recorded in Plat Book 1, Page 27 of the Public Records of Broward County, Florida, and a portion of Hollywood Boulevard (S.R. 820), lying in Section 13, Township 51 South, Range 42 East, being more particularly described as follows:

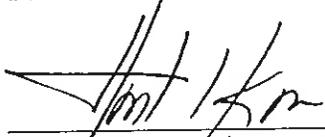
Commence at the West 1/4 corner of said Section 13, said point being on the Centerline of Hollywood Boulevard (S.R. 820); thence North 88°18'34" East along said Centerline, a distance of 387.58 feet to the Baseline of Survey for State Road A1A; thence North 04°01'57" East along said Baseline of Survey, a distance of 132.73 feet; thence North 85°58'03" West, a distance of 23.00 feet to the POINT OF BEGINNING, said point being on a non-tangent curve concave Westerly, having a radial bearing of South 85°58'03" East through said point, and a chord bearing of North 02°16'39" East; thence Northerly along said curve having a radius of 3,238.67 feet, through a central angle of 03°30'37" for an arc distance of 198.41 feet to the end of said curve; thence South 88°19'59" West along the Northerly line of said Lot 59, a distance of 73.69 feet to a point on the Easterly Existing Right of Way line of the Intracoastal Waterway; thence South 04°01'57" West along said Easterly Right of Way line, a distance of 721.60 feet; thence North 88°19'22" East along the Southerly line of said Lot 7, a distance of 59.46 feet; thence North 10°33'50" East, a distance of 43.25 feet to a point on a curve concave Westerly, having a chord bearing of North 07°17'53" East; thence Northerly along said curve having a radius of 2,359.50 feet, through a central angle of 06°31'52", an arc distance of 268.96 feet to the end of said curve; thence North 04°01'57" East along a line 23.00 feet Westerly of and parallel with said Baseline of Survey, a distance of 213.36 feet to the POINT OF BEGINNING.

Containing 1.258 acres, more or less.

Less and Excepting any and all structures related to State Road A-1-A and State Road 820 (Hollywood Boulevard).

I hereby certify that to the best of my knowledge and belief the attached legal description of Parcel(s) 100-Part, 106-Part, 107-Part and 112-Part, as shown on the Right of Way Maps for State Road No. 820, Project Number 86040-2507 are true, accurate and was prepared under my direction.

I further certify that said legal description is in compliance with the Minimum Technical Standards as set forth by the Florida Board of Professional Land Surveyors pursuant to Section 472.027 Florida Statutes.



Florida Registered Land Surveyor No.: 3509

Date: 11/18/93

Florida Department of Transportation

P.O.C. WEST 1/4 SEC. 13 TWP. 51 S., RGE. 42 E.
 Sta 206+12.42

HOLLYWOOD BEACH
 P.B. 1, PG. 27

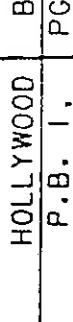
HOLLYWOOD BEACH
 P.B. 7, PG. 55

CURVE INFORMATION

(A) Δ - 06°31'52" (LT)
 L - 268.96'
 R - 2,359.50'
 CB - N 07°17'53" E

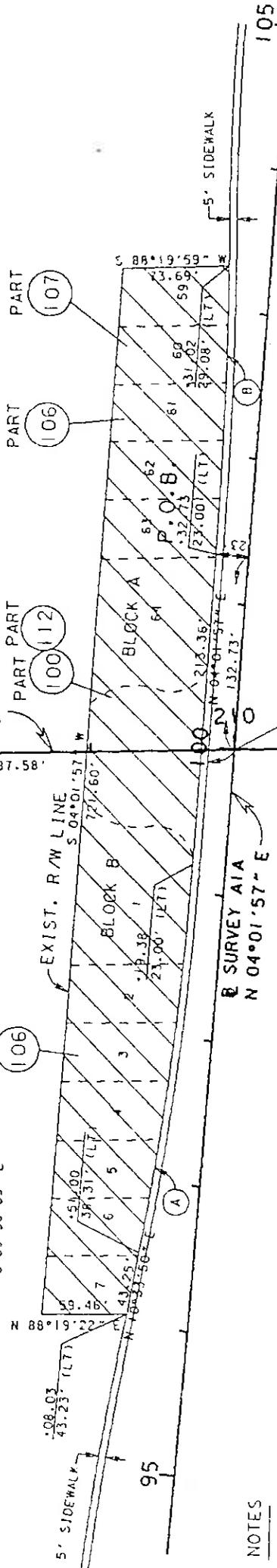
(B) Δ - 03°30'37" (LT)
 L - 198.41'
 R - 3,238.67'
 CB - N 02°16'39" E
 RADIAL BEARING
 S 85°58'03" E

(C) Δ - 126°20'19" (LT)
 L - 352.80'
 R - 160.00'
 T - 316.33'
 PI - 214+12.33
 PT - 214+48.80



INTRACOASTAL

WATERWAY



NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE RIGHT OF WAY MAP FOR STATE ROAD 820 (HOLLYWOOD BLVD.) STATE PROJECT NO. 86040-2507 SHEET 3 AND 4.
2. THIS SKETCH EXIST SOLELY FOR THE PURPOSE OF ILLUSTRATING THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED.
3. HATCHED AREA TO BE PUBLIC PURPOSE LEASE.
 AREA = 1.258 AC.

NOT A SURVEY

FLORIDA DEPARTMENT OF TRANSPORTATION
 RIGHT OF WAY SURVEYING AND MAPPING

RIGHT OF WAY PARCEL SKETCH

STATE ROAD NO. 820 BROWARD COUNTY

BY	DATE	APPROVED BY	DATE
PRELIM L.DANO	11-08-93	<i>[Signature]</i>	11-16-95
FINAL L.DANO	11-08-93		
CHECKED CULIANO		DISTRICT ADMIN. OF SURVEY & MAPPING	
MAPS PREPARED BY		FIELD BOOK NO. 5	
DISTRICT 4			
W.P.I. NO. 4110279		SCALE 1" = 100'	
SECTION 86040-2507		SHEET 1 OF 1	

