

CITY OF DANIA BEACH

Agenda Request Item

Type of Request:

Ordinance

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT ORDINANCE APPROVING AN INTERLOCAL SERVICE BOUNDARY AGREEMENT WITH THE CITY OF HOLLYWOOD AND BROWARD COUNTY FOR THE CONTRACTION OF CERTAIN LANDS LOCATED WITHIN THE JURISDICTIONAL LIMITS OF THE CITY OF HOLLYWOOD AND THE ANNEXATION OF THE LAND BY THE CITY OF DANIA BEACH

Purchasing Requests ONLY

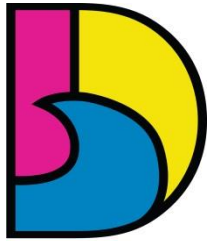
Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

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Exhibits Attached

Memorandum - Hollywood Annexation Request for Feb. 28 Meeting (2-14-22 updated), O-2023-003 Hollywood and BC Interlocal Service Boundary Agreement (OT-059-22) for Annexation of Hollywood Land within Ocean Park



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

**CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
MEMORANDUM**

DATE: February 28, 2023

TO: Honorable Mayor and Commissioners

FROM: Ana M. Garcia, ICMA-CM, City Manager
Eve A. Boutsis, City Attorney

VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager
Eleanor Norena, CFM, Director
Corinne Lajoie, AICP, Assistant Director

SUBJECT: **OT-059- 22:** The City's Request to Annex Land Owned by the Florida Department of Transportation and Located in the City of Hollywood

Request

To annex land owned by the Florida Department of Transportation (FDOT) into the City of Dania Beach from the City of Hollywood.

Background

Part of the City's Oceanfront Park is owned by FDOT, the remainder of the land is owned by the City. Additionally, the park is partly in the jurisdiction of Hollywood, and the remainder in the jurisdiction of Dania Beach.

The parcel identified as 45-320 North Beach Road, consists of a portion of the parking lot for Florida Atlantic University (FAU), which property is owned by the City of Dania Beach and leased to FAU for \$1.00 a year, through 2046 with an option to extend through 2095, and the remainder of the FAU parking area is owned by FDOT. The FAU parking area is jurisdictionally located within the city limits of Dania Beach and the City of Hollywood.

It has been the City's goal to work with FAU so that the City can repurpose the FAU parking lot by building a public parking garage. The garage would house all the required parking for FAU but would also provide the City overflow parking for its beach, and for its two restaurants, the Quarterdeck and the Lucky Fish (currently under development). To proceed with this parking garage plan, the City will need to undertake several tasks of negotiating with FAU for the use of the parking lot, and to obtain title to the portion of land that is part of FAU's parking lot that is owned by FDOT. FDOT has agreed, in theory, to transfer the FDOT parcel (within the FAU parking area) to the City, provided the land is located within the City's jurisdictional limits. As indicated above, some of the land is located within the jurisdictional limits of the City of Hollywood. This land, as identified at Exhibit A to the Resolution, is the area sought for annexation.

This proposed transfer/annexation would enable the City to control all the land needed to construct a new structured parking lot for the public. To proceed with negotiations with FDOT and with FAU (to repurpose the FAU leased parking area, to be a parking garage with FAU parking and City public parking), the City is seeking to annex the area of FDOT land within the FAU parking area that is located within the City of Hollywood.

On July 12, 2022, the City Commission approved Resolution No. 22-113, which authorized the start of negotiations with the City of Hollywood and Broward County of an Interlocal Service Boundary Agreement, pursuant to the authority contained in Chapter 171, Florida Statutes. Pursuant to that resolution the City asked to readjust their respective boundaries to provide that the FDOT Parcel be contracted from Hollywood's jurisdictional limits and annexed into Dania Beach's jurisdictional limits. On August 31, 2022, the Hollywood City Commission entertained the possible de-annexation of the .2 acres Parcel and directed staff to initiate negotiations with the City of Dania Beach. The representatives of the two cities met to discuss deal points. Thereafter, the City Commission of Dania Beach provided direction to staff that any agreement for the use of the City's parking facility by Hollywood Citywide residential Parking Permit holders be for a term less than "perpetuity." Ultimately, on October 25, 2022, the Dania Beach City Commission, informally authorized four, five-year terms during which Hollywood Citywide Residential Parking Permit Holders could park at the City's parking garage at the Oceanfront park. The actual terms discussed are as follows:

- (1) At no cost to Hollywood, Dania Beach will create an e-vehicle transit hub for charging various types of public transportation vehicles that serve and may be operated by both municipalities and/or other governmental entities, which may include public amenities (a joint stop for a micro-transit hub for Hollywood and Dania public transit vehicles).
- (2) Dania Beach will honor and permit Hollywood Citywide Residential Parking Permits in the garage on weekdays only, for a five-year period, with three additional five-year extension terms, under the condition that Dania Beach can properly finance all secured bond or loan funding for the proposed parking garage through the revenue obtained from the parking garage use. The parking permit authorization shall exclude the following weekday days: national holidays and Broward County School Board spring break week.
- (3) The parties will work and collaborate with the Hollywood Beach Business and Civic Associations and property owners located proximate to AIA and Cambridge Street on the parking garage design and layout as a part of the development review process and prior to Dania Beach applying for building permits.

On December 7, 2022, the City of Hollywood City Commission unanimously approved the draft Interlocal Service Boundary Agreement, at first reading, with the above conditions, and recommended three additional conditions:

- (1) The City of Dania Beach covenants that the right of Hollywood Citywide Residential Parking Permit Holders to utilize the new garage (identified at subsection 3 above) for four - five year period shall commence upon the opening of the garage. All other terms may sunset in 20 years from execution of this Agreement, but the four - five year option periods, consistent with the terms of subsection 3 above, shall not sunset until all four five year periods expire.
- (2) Pursuant to Florida Statute Section 171.203(12), an interlocal service boundary agreement may be for a term of 20 year or less. The Agreement requires renegotiations to begin at least 18 months before its termination date.

- (3) As a result of the Florida Statutes 171.203, the Agreement is for a 20-year term and is subject to the discussion and negotiation of at least 18 months prior to the end of the term of this Agreement.

The two subsections [(5) and (6)], are consistent with Florida Statute Section 171.203, which is the statute governing Interlocal Service Boundary Agreement. Subsection (4) simply confirms, that the Interlocal may only have a 20-year existence. If the parking garage is not built for several years, then the City would not be providing Hollywood the full benefit of negotiations (the 4, 5-year periods). The covenant stresses the City's desire to honor the full 20-year period.

In the interim, FDOT has provided two sets of comments to the draft interlocal agreement. The second set of edits materially changed the title to the ordinance approving the Interlocal Agreement. Because of those changes, the City needs to go back to a first reading of the Interlocal Agreement, as FDOT struck all reference to the City's Ocean Park. *See Neumont v. State*, 967 So.2d 822 (Fla. 2007). Failure to re-do the notice, and go back to first reading could result in a challenge to the ordinance. In order to ensure that the ordinance can proceed without challenge, the ordinance has been re-noticed for first reading, and scheduled for second reading, public hearing.

Additionally, the City of Hollywood will have to hold a second and final hearing on the Interlocal Service Boundary Agreement. The City will thereafter need to hold its second and final hearing. Then, the finalized item would be presented to Broward County, at one public hearing, for approval. Broward County has not requested any conditions to approval.

Simultaneous with the adoption the Interlocal Service Boundary Agreement, the City of Dania Beach will prepare a Future Land Use Map (FLUM) Amendment to the City's Comprehensive Plan to identify the proposed uses of the annexed land. This FLUM is a requirement of the Chapter 171, Florida Statute process.

The proposed Ordinance authorizing the Interlocal Service Boundary Agreement, is in the best interest and welfare of the residents of the City and that it is not to the detriment of the City of Hollywood as it obtains no ad valorem taxes from FAU and is a small portion of a parcel that is being used as a parking lot. The City is located adjacent to the Ft. Lauderdale/Hollywood Airport and the Ft. Lauderdale Seaport, the proposed parking garage would service the residents of Dania and Hollywood, as well as the many tourists that visit the greater Ft. Lauderdale area. The proposed parking garage would alleviate much of the trip congestion along AIA, due to the closure of Oceanfront Park due to a lack of access to the beach.

Budgetary Impact

Annexation of the subject land will assist the City with completing the process that would allow the City to negotiate with FDOT to obtain title to the portion of the parking lot owned by FDOT, and controlled by FAU, so that a public parking garage can be built at the beach for overflow parking. Any parking revenues eventually generated would be used to pay the debt service for the construction of the public parking garage.

Recommendation

Approve the ordinance at first reading and schedule second reading.

EAB/la

ORDINANCE NO. 2023-003

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING AN INTERLOCAL SERVICE BOUNDARY AGREEMENT WITH THE CITY OF HOLLYWOOD AND BROWARD COUNTY FOR THE CONTRACTION OF CERTAIN LANDS LOCATED WITHIN THE JURISDICTIONAL LIMITS OF THE CITY OF HOLLYWOOD AND THE ANNEXATION OF THE LAND BY THE CITY OF DANIA BEACH, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the property subject of this agreement is owned by the Florida Department of Transportation (FDOT), the remainder of the land is owned by the City, and part of the land owned by FDOT is located in the jurisdiction of Hollywood; and

WHEREAS, the parcel identified as 45-320 North Beach Road, consists of a portion of the parking lot for Florida Atlantic University (FAU), which property is owned by the City of Dania Beach and leased to FAU for \$1.00 a year, through year 2046 with an option to extend through 2095, and the remainder of the FAU parking area is owned by FDOT, and as indicated above, is partly (.2 acres) within the jurisdictional limits of the City of Hollywood; and

WHEREAS, it has been the City's goal to work with FAU, its sub-tenant US Navy, and FDOT, so that the City can repurpose the FAU parking lot by building a public parking garage; and

WHEREAS, FDOT will agree to convey the subject land to the City upon the condition that the land be used solely for public parking garage with no benefit to any private entities exclusively. Public purpose and use require that the lot be open to the public at large; and

WHEREAS, said conveyance shall contain a reversionary clause wherein title will automatically revert back to FDOT should the subject property be used for any purpose other than public parking garage purpose as shall be referenced within the conveyance document from FDOT to the City; and

WHEREAS, to proceed with the City's objective, the City seeks the annexation of FDOT's .2 acres of land located within the City of Hollywood; and

WHEREAS, Chapter 171, Part II, Florida Statutes, called the "Interlocal Service Boundary Agreement Act", provides counties and municipalities an alternative and more flexible process for adjusting municipal boundaries, including allowing for the deviation from the standard contraction and annexation requirements of Chapter 171, Part I, Florida Statutes; and

WHEREAS, the City of Dania Beach, the City of Hollywood, and Broward County have the legal authority pursuant to the Interlocal Service Boundary Agreement Act, Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969, and the applicable provisions of Chapters 125, 163, and 166, Florida Statutes to enter into interlocal service boundary agreements with other local government jurisdictions concerning annexation and contraction matters; and

WHEREAS, the City of Dania Beach has requested the City of Hollywood to readjust their respective boundaries to provide that real property (.2 acres of land) be contracted from Hollywood's jurisdictional limits and annexed into Dania Beach's jurisdictional limits, which land is owned by the Florida Department of Transportation (FDOT); and

WHEREAS, on July 12, 2022, the Dania Beach City Commission approved Resolution No. 2022-113, which authorized the start of negotiations with the City of Hollywood and Broward County of an Interlocal Service Boundary Agreement, pursuant to the authority contained in Chapter 171, Florida Statutes, which resolution asked the City of Hollywood to re-adjust its boundaries to provide that the FDOT Parcel be contracted from Hollywood's jurisdictional limits and annexed into Dania Beach's jurisdictional limits, and requested that Broward County also agree to this request; and

WHEREAS, on August 31, 2022, and pursuant to Section 171.203, Florida Statutes, the Hollywood City Commission adopted a responding Resolution (R-2022-242) to Dania Beach's and Broward County's request to negotiate an Interlocal Service Boundary Agreement to annex approximately 0.204 acres of land, owned by FDOT within the jurisdictional limits of the City of Hollywood, as more particularly described in the attached Exhibit "A" ("subject parcel"); and

WHEREAS, on August 25, 2022, the County Commission authorized Resolution No. 2022-113, agreeing to proceed with the annexation/de-annexation process; and

WHEREAS, on December 7, 2022, the City Commission of the City of Hollywood approved Proposed Ordinance No. 2022-024, which, on first reading authorizes the entry into an Interlocal Services Boundary Agreement with Dania Beach and the County to contract .2 acres from the jurisdiction of Hollywood, with certain conditions; and

WHEREAS, the Interlocal Service Boundary Agreement attached as Exhibit “A” to this ordinance includes, among other objectives, the following revised negotiation points:

- (1) At no cost to Hollywood, Dania Beach will create an e-vehicle transit hub for charging various types of public transportation vehicles that serve and may be operated by both municipalities and/or other governmental entities, which may include public amenities (a joint stop for a micro-transit hub for Hollywood and Dania public transit vehicles).
- (2) Dania Beach will honor and permit Hollywood Citywide Residential Parking Permits in the garage on weekdays only, for a five-year period, with three additional five-year extension terms, under the condition that Dania Beach can properly finance all secured bond or loan funding for the proposed parking garage through the revenue obtained from the parking garage use. The parking permit authorization shall exclude the following weekday days: national holidays and Broward County School Board spring break week.
- (3) The parties will work and collaborate with the Hollywood Beach Business and Civic Associations and property owners located proximate to AIA and Cambridge Street on the parking garage design and layout as a part of the development review process and prior to Dania Beach applying for building permits.
- (4) The City of Dania Beach covenants that the right of Hollywood Citywide Residential Parking Permit Holders to utilize the new garage (identified at subsection 3 above) for four five-year period shall commence upon the opening of the garage. All other terms may sunset in 20 years from execution of this Agreement, but the four five-year option periods, consistent with the terms of subsection 3 above, shall not sunset until all four five-year periods expire.
- (5) Pursuant to Florida Statute Section 171.203(12), an interlocal service boundary agreement may be for a term of 20 years or less. The Agreement requires renegotiations to begin at least 18 months before its termination date. The transfer of jurisdiction will occur within six months of execution of the Agreement, and the conditions contained herein, at paragraphs (1) through (6), may be enforced over the next 20 years.
- (6) As a result of the Florida Statutes 171.203, the Agreement is for a 20-year term and is subject to the discussion and negotiation of at least 18 months prior to the end of the term of this Agreement.
- (7) The transfer of jurisdiction will occur within six months of execution of the Agreement, and the conditions contained herein, at paragraphs (1) through (6), above, may be enforced over the next 20 years; and

WHEREAS, the City Commission finds that this Ordinance is in the best interest of the residents of the City of Dania Beach as the City intends to construct additional public parking by constructing a parking garage which includes the .2 acres of land being annexed from the City of Hollywood;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the foregoing “WHEREAS” clauses are ratified and confirmed as being true and correct and are incorporated in this Ordinance.

Section 2. That pursuant to Section 171.203(1), Florida Statutes, it approves and authorizes the execution, by the appropriate City officials, of the attached Interlocal Service Boundary Agreement for Contraction and Annexation of a Parcel of Land attached as Exhibit “A”.

Section 3. That if any word, phrase, clause, subsection or section of this Ordinance is for any reason held unconstitutional or invalid, such invalidity shall not affect the validity of any remaining portions of this Ordinance.

Section 4. That all sections or parts of sections of the Code of Ordinances, all ordinances or parts of ordinances, and all resolutions or parts of resolutions in conflict are repealed to the extent of such conflict.

Section 5. That this Ordinance shall be effective immediately upon its passage and adoption on second reading.

PASSED on first reading on February 28, 2023.

PASSED AND ADOPTED on second reading on _____, 2023.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

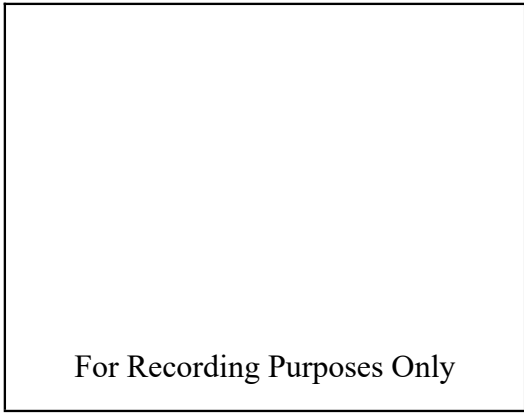
APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

EXHIBIT "A"

AFTER RECORDING RETURN TO:

CITY OF DANIA BEACH
ATTN: CITY CLERK
100 West Dania Beach Blvd.
Dania Beach, Florida 33004



**INTERLOCAL SERVICE BOUNDARY AGREEMENT FOR
CONTRACTION AND ANNEXATION OF A PARCEL OF LAND**

between

CITY OF DANIA BEACH, FLORIDA,

and

CITY OF HOLLYWOOD, FLORIDA,

and

BROWARD COUNTY, FLORIDA

THIS INTERLOCAL SERVICE BOUNDARY AGREEMENT FOR CONTRACTION AND ANNEXATION OF A PARCEL OF LAND (hereinafter referred to as "Agreement") is entered into by and between the **CITY OF DANIA BEACH**, a municipal corporation in the State of Florida whose mailing address is 100 West Dania Beach Blvd., Dania Beach, Florida 33004 ("Dania Beach"), the **CITY OF HOLLYWOOD**, a municipal corporation in the State of Florida whose mailing address is 2600 Hollywood Blvd., Hollywood Florida 33020-4807 (hereinafter referred to as "Hollywood"), and **BROWARD COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida whose mailing address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301 (hereinafter referred to as "County").

WITNESSETH

WHEREAS, Chapter 171, Part II, Florida Statutes, called the "Interlocal Service Boundary Agreement Act" gives counties and municipalities an alternative and more flexible process for adjusting municipal boundaries, including allowing the deviation from the standard contraction and annexation requirements of Chapter 171, Part I, Florida Statutes; and

WHEREAS, this Agreement is being entered into pursuant to the legal authority of Interlocal Service Boundary Agreement Act, Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969, and the applicable provisions of Chapters 125, 163, and 166, Florida Statutes; and

WHEREAS, the Florida Department of Transportation (FDOT) owns a parcel of land that is partially located within the jurisdictional limits of Hollywood and consists of approximately .2 acres, and a graphical depiction of which is attached hereto as Exhibit "A" ("Parcel"); and

WHEREAS, Dania Beach and Hollywood desire to readjust their respective boundaries to provide that Parcel be contracted from Hollywood's jurisdictional limits and annexed into Dania Beach's jurisdictional limits; and

WHEREAS, once the land is annexed within the jurisdiction of Dania Beach, Dania Beach will negotiate with FDOT to acquire the .2 acres from FDOT, so that Dania Beach can ultimately join all its land together in a sufficient size to be able to construct a public parking garage; and

WHEREAS, the parcel is contiguous to the jurisdictional limits of Dania Beach and would otherwise meet the legal requirements for annexation into the jurisdictional limits of Dania Beach if such parcel were not currently within the jurisdictional limits of Hollywood; and

WHEREAS, the parties desire to and hereby waive the requirements of Chapter 171, Part I, Florida Statutes to the extent necessary to allow Dania Beach to annex the Parcel; and

WHEREAS, on July 22, 2022, Dania Beach issued Resolution No. 2022-113, requesting that the County and Hollywood negotiate an interlocal to authorize Dania Beach to annex the .2 acres of land from Hollywood; and

WHEREAS, on August 23, 2022, the County approved Resolution No. 2022-361, authorizing the County to negotiate with the parties to proceed with the annexation process; and

WHEREAS, on August 31, 2022, Hollywood issued Resolution 2022-242, authorizing certain negotiation points for Dania Beach to consider in order to move forward with an interlocal agreement; and

WHEREAS, Hollywood and Dania Beach have come to an agreement on the conditions for authorizing the annexation into Dania Beach of the .2 acres of land; and

WHEREAS, the County joins this Agreement to consent to the agreement reached between Dania Beach and Hollywood as set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual promises and agreements set forth herein and other good and valuable consideration, the receipt of which is hereby acknowledged and intending to be legally bound hereby, the parties hereto do hereby agree as follows:

SECTION I. Recitals.

The Recitals set forth above are true and correct and by this reference are incorporated herein as part of this Agreement.

SECTION II. Effective Date.

In order to approve this Agreement, Dania Beach and Hollywood shall each adopt an ordinance approving this Agreement and its execution and delivery, and specifically make reference to the approval of the contraction of the Parcel from Hollywood and its annexation into Dania Beach. Dania Beach and Hollywood agree to coordinate on the form of the ordinances they respectively plan to adopt to approve this Agreement. The effective date ("Effective Date") of this Agreement shall be the date when all of the following has been satisfied: (i) an ordinance is adopted by Dania Beach approving this Agreement and Dania Beach has executed this Agreement; (ii) an ordinance is adopted by Hollywood approving this Agreement and Hollywood has executed this Agreement; and (iii) the County has approved and executed this Agreement.

SECTION III. Annexation from Hollywood.

On the Effective Date of this Agreement, Parcel B is hereby contracted (subtracted) from the jurisdictional limits of Hollywood and simultaneously annexed into the jurisdictional limits of Dania Beach. Thereafter, Dania Beach shall have jurisdiction of the Parcel for public parking garage purposes and within a reasonable period of time Dania Beach shall take action to assign an Open Space & Recreational (PR) Future Land Use designation to the Parcel, which the Dania Beach maintains is in line with the limited public parking garage use.

SECTION IV. Conditions of Interlocal as to City of Hollywood.

Hollywood and Dania Beach agree as follows:

- (1) At no cost to Hollywood, Dania Beach will create an e-vehicle transit hub for charging various types of public transportation vehicles that serve and may be operated by both municipalities and/or other governmental entities, which may include public amenities (a joint stop for a micro-transit hub for Hollywood and Dania public transit vehicles).
- (2) Dania Beach will honor and permit Hollywood Citywide Residential Parking Permits in the garage on weekdays only, for a five-year period, with three additional five-year extension terms, under the condition that Dania Beach can properly finance all secured bond or loan funding for the proposed parking garage through the revenue obtained from

the parking garage use. The parking permit authorization shall exclude the following weekday days: national holidays and Broward County School Board spring break week.

- (3) The parties will work and collaborate with the Hollywood Beach Business and Civic Associations and property owners located proximate to AIA and Cambridge Street on the parking garage design and layout as a part of the development review process and prior to Dania Beach applying for building permits.
- (4) Dania Beach covenants that the right of Hollywood Citywide Residential Parking Permit Holders to utilize the new garage (identified at subsection 3 above) for four - five year period shall commence upon the opening of the garage. All other terms may sunset in 20 years from execution of this Agreement, but the four five-year option periods, consistent with the terms of subsection 3 above, shall not sunset until all four five-year periods expire.
- (5) Pursuant to Florida Statute Section 171.203(12), an interlocal service boundary agreement may be for a term of 20 years or less. The Agreement requires renegotiations to begin at least 18 months before its termination date.
- (6) As a result of the Florida Statutes 171.203, the Agreement is for a 20-year term and is subject to the discussion and negotiation of at least 18 months prior to the end of the term of this Agreement.
- (7) The transfer of jurisdiction will occur within six months of execution of the Agreement, and the conditions contained herein, at paragraphs (1) through (6), may be enforced over the next 20 years.

SECTION VI. Term and Periodic Review.

Pursuant to Section 171.203(12), Florida Statutes, the term of this Agreement is for 20 years from the Effective Date. The parties agree to periodically review this Agreement every five years and to commence renegotiation of the terms of this Agreement no later than 18 years after its Effective Date.

SECTION V. Miscellaneous.

1. This Agreement may not be modified or amended, or any term or provision hereof waived or discharged except in writing, in recordable form, signed by the parties hereto, or their respective successors and assigns. Any such modification or amendment shall not be effective until recorded in the Public Records of Broward County, Florida.

2. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. Each party expressly waives any rights it may have to a trial by jury of any civil litigation related to this Agreement.

3. All of the terms of this Agreement, whether so expressed or not, shall be binding upon the respective successors, assigns and legal representatives of the parties hereto and shall inure to the benefit of and be enforceable by the parties hereto and their respective successors, assigns and legal representatives.

4. The headings of this Agreement are for reference only and shall not limit or otherwise affect the meaning thereof.

5. Each party to this Agreement shall bear its own attorneys' fees and costs in connection with this Agreement and / or in connection with any action undertaken in compliance with, or relating to, this Agreement.

6. The parties will work together to take any further actions necessary to implement and achieve the objectives of this Agreement.

7. The parties do not intend to directly or substantially benefit a third party by this Agreement. Therefore, the parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

8. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

9. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by the parties nor shall anything included herein be construed as consent by the parties to be sued by third parties in any matter arising out of this Agreement.

10. This Agreement is limited to the specific items set forth herein.

SECTION VI. Severability.

If any section, subsection, sentence, clause, phrase, or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion hereto.

SECTION VII. Recording.

Following its execution by Dania Beach, Hollywood and the County, this Agreement shall be recorded in the Official Records of Broward County, Florida.

ATTEST:

**City OF DANIA BEACH, FLORIDA,
a Florida municipal corporation**

THOMAS SCHNEIDER, CMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS

EVE A. BOUTSIS
CITY ATTORNEY

ANA M. GARCIA, ICMA-CM
CITY MANAGER

**APPROVED BY THE CITY OF DANIA BEACH CITY COMMISSION
AT ITS PUBLIC MEETING HELD ON _____, 2023.**

CITY OF HOLLYWOOD, a Florida municipal corporation

By: _____
Josh Levy, Mayor

Attest: _____
Patricia Cerny, City Clerk

Approved as to Legal Form and Correctness:

Douglas R. Gonzales, City Attorney

**APPROVED BY THE CITY OF HOLLYWOOD CITY COMMISSION
AT ITS PUBLIC MEETING HELD ON _____, 2022.**

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By: _____
Joseph K. Jarone (Date)
Assistant County Attorney

By: _____
Rene D. Harrod (Date)
Chief Deputy County Attorney

Copy sent to:
Carlos Martinez
District Right of Way Manager
Florida Department of Transportation
District Four
3400 West Commercial Boulevard
Fort Lauderdale, Florida 33309

Exhibit "A"

SKETCH & DESCRIPTION FOR: CITY OF DANIA BEACH

SHEET 1 OF 2

(SEE SHEET 2 OF 2 FOR SKETCH)

DESCRIPTION:

THAT PORTION OF THE CITY OF HOLLYWOOD FLORIDA LYING WITHIN STATE ROAD A-1-A, PARCEL 124 (PART), AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) RIGHT-OF-WAY MAP FOR SECTION 86030-2175, AND DESCRIBED IN FDOT PARCEL SKETCH OF SAID PARCEL 124 (PART) DATED 02/02/2022; SAID PORTION ALSO LYING WITHIN LOTS 7 THROUGH 10, BLOCK 202, AND THE ADJACENT ALLEY AND STREET FROM THE UNDERLYING PLAT OF "HOLLYWOOD CENTRAL BEACH" RECORDED IN PLAT BOOK 4, PAGE 20, BROWARD COUNTY RECORDS. SAID PORTIONS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF BLOCK 203 OF SAID PLAT; THENCE SOUTH 04° 57' 20" EAST ALONG A SOUTHERLY EXTENSION OF THE EAST LINE OF SAID BLOCK 203, AND THE BOUNDARY OF SAID PARCEL 124 (PART), A DISTANCE OF 40.04 FEET TO THE NORTH LINE OF SAID BLOCK 202; THENCE SOUTH 87° 44' 39" WEST, ALONG SAID NORTH LINE AND SAID BOUNDARY OF PARCEL 124 (PART), A DISTANCE OF 207.16 FEET; THENCE SOUTH 25° 05' 30" EAST, ALONG SAID PARCEL LINE, A DISTANCE OF 38.89 FEET; THENCE SOUTH 46° 25' 35" EAST, ALONG SAID PARCEL LINE, A DISTANCE OF 61.53 FEET TO THE POINT OF BEGINNING ON THE NORTH LINE OF SAID LOT 7, AND THE COMMON BOUNDARY OF THE CITY'S OF DANIA BEACH AND HOLLYWOOD, FLORIDA; THENCE CONTINUE SOUTH 46° 25' 35" EAST ALONG THE BOUNDARY OF SAID PARCEL 124 (PART), A DISTANCE OF 13.81 FEET; THENCE SOUTH 54° 24' 51" EAST, ALONG SAID PARCEL BOUNDARY, A DISTANCE OF 39.16 FEET; THENCE SOUTH 55° 57' 54" EAST, ALONG SAID PARCEL BOUNDARY, A DISTANCE OF 80.56 FEET; THENCE SOUTH 61° 25' 44" EAST, ALONG SAID PARCEL BOUNDARY, A DISTANCE OF 54.86 FEET TO A POINT ON THE EAST LINE OF SAID BLOCK 202; THENCE NORTH 03° 16' 57" WEST, ALONG THE EAST LINE OF SAID BLOCK 202, AND ALONG THE COMMON BOUNDARY OF SAID CITIES, A DISTANCE OF 109.74 FEET TO THE NORTHEAST CORNER OF SAID LOT 10, BLOCK 202; THENCE SOUTH 87° 44' 39" WEST, ALONG THE NORTH LINE OF SAID LOT 10 AND A WESTERLY EXTENSION THEREOF, ALSO BEING THE COMMON BOUNDARY OF SAID CITIES, A DISTANCE OF 150.62 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 0.204 ACRES, MORE OR LESS.

I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION WAS PREPARED UNDER MY DIRECTION AND IS IN COMPLIANCE WITH CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.



Digitally signed by
Richard D. Pryce
Date: 2022.05.23
09:50:07 -04'00'

NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL OR IF PDF FORMAT, ELECTRONIC SIGNATURE AND SEAL

RICHARD D. PRYCE - FOR THE FIRM
PROFESSIONAL SURVEYOR AND MAPPER NO 4038
STATE OF FLORIDA

R:\SURVEY\2011\11-0033-DANIA_BEACH_MARINA\DRAWINGS\FDOT_PAR_124_HLWD_PART.DWG

THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, staking of the subject property, or monuments set in connection with the preparation of the information shown hereon.
The undersigned and CRAVEN-THOMPSON & ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification. Lands shown hereon were not abstracted for right-of-way and/or easements of record.

UPDATES and/or REVISIONS	DATE	BY	CK'D

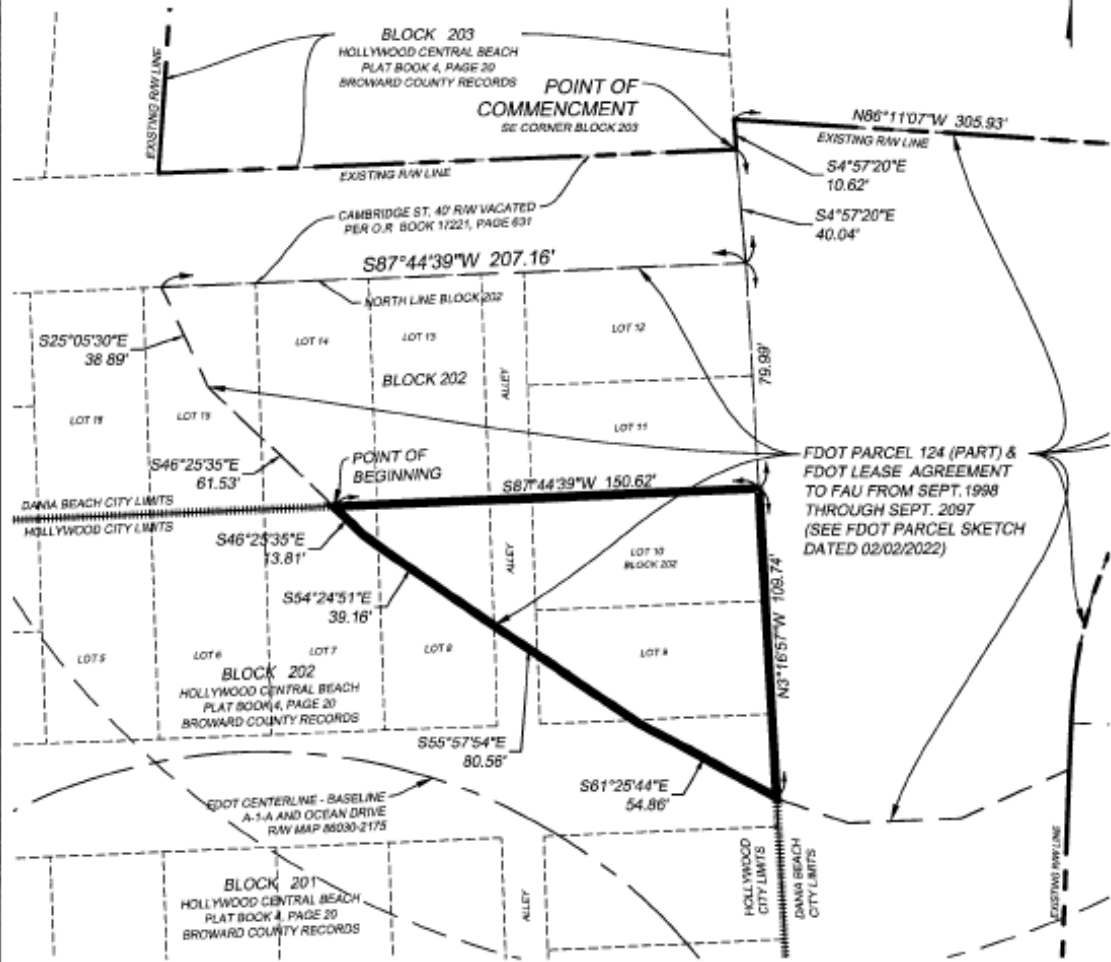
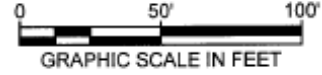


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JOB NO.: 11-0033	SHEET 1 OF 2
DRAWN BY: RP	F.B. N/A PG. N/A
CHECKED BY: MM	DATED: 5/23/2022

SKETCH & DESCRIPTION FOR: **CITY OF DANIA BEACH**
 (SEE SHEET 1 OF 2 FOR DESCRIPTION)

SHEET 2 OF 2



NOTES:

- FAU = FLORIDA ATLANTIC UNIVERSITY
- FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
- O.R. BOOK = OFFICIAL RECORDS BOOK
- R/W = RIGHT-OF-WAY

BEARINGS SHOWN HEREON ARE RELATIVE TO THE FDOT LEASE AGREEMENT AND THE THE FDOT PARCEL SKETCH SHOWN HEREON, WHICH ARE BASED ON FDOT R/W MAP SECTION 86030-2175

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