

EXHIBIT G

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into as of this ____ day of _____, 20____, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

CITY OF HOLLYWOOD, FLORIDA

(hereinafter referred to as "City"),
whose principal place of business is
2600 Hollywood Boulevard, Hollywood, Florida 33020.

WHEREAS, SBBC is the controlling body of the district schools of Broward County, Florida, and does own School Board Property known as "the Quest Center" located at 6401 Charleston Street, Hollywood, Florida 33024; and

WHEREAS, the City has jurisdictional responsibility for the local public roadways within the City of Hollywood boundary limits which includes North 64th Avenue and Charleston Street adjacent to and contiguous to the Quest Center site; and

WHEREAS, the Seminole Tribe of Florida has expressed its intention to construct an 8' high concrete wall (hereinafter referred to as the "Wall") within 64th Avenue and Charleston Street to provide a gated community at the Seminole Reservation for the safety of its residents; and

WHEREAS, in order to accommodate the Seminole Tribe, the City and the SBBC have agreed to the terms and conditions contained in this Agreement;

WHEREAS, the City has commenced design work to reconfigure North 64th Avenue between Custer Street and Charleston Street which will encroach into a portion of the Quest Center (School) site in order to improve access conditions and traffic flow to the School and local residential properties which are to be restricted as a result of the Seminole Tribe's intention to construct the Wall; and

WHEREAS, the City and SBBC wish to enter into this Agreement pursuant to Section 163.01, Florida Statutes for the purpose of granting a non-exclusive easement for public right of way purposes and establishing the responsibility for the construction, funding, and maintenance of the road improvements.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement**. The term of this Agreement shall be 99 years and shall commence upon execution of this Agreement by the last party.

2.02 **Definitions**. For the purpose of the Agreement, and in the various covenants, conditions, terms and provisions which follow, the definitions and identifications set forth below are assumed to be true and are therefore, agreed upon by the parties.

(a) **SBBC**: The School Board of Broward County, Florida, a body corporate existing pursuant to the laws of the State of Florida.

(b) **City**: The City of Hollywood, a municipal corporation organized pursuant to the laws of the State of Florida.

(c) **City Administrator**: Whenever the term “City Administrator” is used herein, it is intended to mean the City Manager of the City of Hollywood or his/her designee. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the City Administrator pursuant to the City Administrator’s authority to do so as set forth in the City Charter.

(d) **School Board Administrator**: Whenever the term “School Board Administrator” is used herein, it is intended to mean the Superintendent of Schools of The School Board of Broward County, Florida, or his/her designee. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the School Board Administrator.

(e) **Project**: Whenever the term “Project” is used herein, it is intended to mean the planning and construction of the public roadway improvements between Charleston Street and Custer Street, the easement more specifically delineated in Exhibit “2” to be granted to the

City to construct the public right-of-way improvements on the Quest Center site, and the construction of a driveway connection from McClellan Street to the Quest Center site to include the parking spaces displaced by the new driveway access connection.

(f) School Grounds: the Quest Center property exclusive of the easement identified as Exhibit "2".

2.03 **Intent of the Parties.** The City has prepared plans for the development and construction of the new improvements. The parties hereto agree that such plans delineate the specific improvements to be made under the Project as identified in **Exhibit "1"** and shall be incorporated into and made a part of this Agreement. Any substantive alteration, change, or amendment of the plans is contingent upon the approval of the City and the SBBC.

2.04 **Funding.** The City shall fund the Project at its sole expense. SBBC's contribution shall be a grant of easement to the City issued concurrently with this Agreement in accommodation of the public right-of-way improvements at no cost to the City, as more specifically described in **Exhibit "2."**

2.05 **Project Design and Development.** The City shall be the fiscal agent and responsible for the selection and procurement of the services of design professionals and the requisite bidding and shall be the fiscal agent and responsible for procuring the requisite general contracting services necessary to complete the Project. The City shall complete the Project no later than June 30, 2015. The construction plans in **Exhibit "1"** have been approved by the SBBC and the City.

2.06 **Landscaping.** The City shall relocate, replace, or remove the trees as detailed in **Exhibit "1"** and shall be responsible for all irrigation and tree bracing as specified in the plan.

2.07 **Parking Lot Modifications.** The City shall modify the parking lot as detailed in **Exhibit "1"**, to include striping and traffic signage. Upon completion of the Project, the City shall provide SBBC a copy of the "as built" final plan in electronic AutoCADD format and a copy of the final inspection and approval relating to the Project. Thereafter, unless repairs are done by the contractors under their warranties, SBBC shall be responsible for maintenance of the improvements within the Quest Center parking lot.

2.08 **Work Schedule.** The City shall complete the portions of the Project on School Grounds after hours or during non-school days. The roadway portion of the project within the easement shall be fenced and screened off from the School Grounds. Staging and access for the roadway portion shall be managed from the 64th Avenue right of way, and workers shall not enter the School Grounds without authorization from the Quest Center principal. The City intends to commence the Project as soon as reasonably practicable and finish no later than December 31, 2014 in order to accommodate the Seminole Tribes schedule for the construction of the wall.

2.09 **Permits, Insurance and Bonding.** The City shall ensure that it, or its contractor will obtain and comply with all necessary permits, insurance, and bonding requirements to ensure Project completion. The City shall provide SBBC with all necessary shop drawings pertaining to the School Grounds improvements for SBBC approval.

2.10 **Insurance.** The City agrees that the construction contract(s) for the improvements shall include the following:

(a) Indemnify and save harmless the SBBC, its agents and employees from or on account of any injuries or damages received or sustained by any person or persons during or on account of any operations connected with the construction of the improvements; or by or in consequence of any negligence in connection with the same; or by use of any improper materials or by or on account of an act or omission of the said contractor, subcontractor, agents, servants or employees.

(b) SBBC is to be named as additional insured with respect to liability arising out of operations performed for City by or on behalf of contractor.

(c) Comprehensive General Liability Insurance. A comprehensive general liability insurance coverage with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury liability and property damage liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- Premises and/or Operations;
- Independent Contractors;
- Products and/or completed operations for contracts; and
- Underground coverages.

(d) Business Automobile Liability Insurance. Business automobile liability insurance coverage with minimum limits of Three Hundred Thousand (\$300,000.00) per occurrence combined single limit for bodily injury liability and property damage liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include owned vehicles and hired and non-owned vehicles.

(e) Workers' Compensation Insurance. Workers' Compensation Insurance to apply to all employees in compliance with the "Worker's Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) must include Employers' Liability with a limit of One Hundred Thousand Dollars (\$100,000.00) per accident.

2.11 **Adjudication of Disputes.** The City and SBBC may mutually agree to refer all claims, disputes and other matters in question between the parties to this Agreement arising out

of or relating to this Agreement to mediation. However, each party reserves the right to institute suit to enforce or construe the terms of this Agreement in the event of a dispute.

2.12 **Inspection of City's Records by SBBC.** All City's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by City or any of City's payees pursuant to this Agreement. City's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. City's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) **City's Records Defined.** For the purposes of this Agreement, the term "City's Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other non-exempt public records that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) **Duration of Right to Inspect.** For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to City's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until five (5) years after the termination of this Agreement.

(c) **Notice of Inspection.** SBBC's agent or its authorized representative shall provide City reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) **Audit Site Conditions.** SBBC's agent or its authorized representative shall have access to City's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) **Failure to Permit Inspection.** Failure by City to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause.

(f) Inspector General Audits. The City shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.13 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Director, Facility Planning & Real Estate
School Board of Broward County, Florida
600 Southeast Third Avenue - 8th Fl
Fort Lauderdale, Florida 33301

To City: City Manager
2600 Hollywood Boulevard, Suite 419
Hollywood, Florida 33020

With a Copy to: City Attorney
2600 Hollywood Boulevard, Suite 408
Hollywood, Florida 33020

2.14 **Indemnification.** To the extent permitted by law, City and SBBC each agree to indemnify, defend and hold the other, including their officers, agents and employees, harmless from and against any and all claims, damages, losses, liabilities, causes of action of any kind or nature whatsoever arising out of or because of the use and occupancy of any facilities within the area of the easement granted hereunder, providing that if such claim, damage, loss, liability or cause of action is due to the joint or concurrent negligence of the indemnitor and the indemnitee, their respective responsibilities hereunder shall be in the same proportion that the negligent acts or omissions of each contributes thereto. This indemnification shall not be limited to the amount of comprehensive general liability insurance that each party is required to provide under this Agreement. Each party reserves the right to select its own counsel in any such proceeding and all costs and fees associated therewith shall be the responsibility of the indemnitor under this indemnification agreement. Compliance with the foregoing shall not relieve the indemnitor of any liability or other obligation under this Agreement. Nothing contained herein is intended nor shall be construed to waive any party's rights, immunities or limits to liability existing under the common law or Section 768.28, Florida Statutes.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the City or the City's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof.

3.06 **Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with City is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that City would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to City all public records in that party's possession upon termination of its contract with City and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to City in a format that is compatible with City's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.07 **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.08 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.09 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.10 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. This Agreement shall not be binding on either party in any manner until this Agreement is fully executed by both parties.

3.11 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.12 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.13 **Incorporation by Reference.** Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.14 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.15 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.16 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.17 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.18 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.19 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without

unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.20 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.21 **Date of Agreement.** The date of this Agreement shall be the date that this Agreement has been signed by all parties.

3.22 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first above written.

INTENTIONALLY LEFT BLANK

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Patricia Good, Chair

Dated: _____, 20__.

Robert W. Runcie, Superintendent of Schools

Approved as to form and legal content:

Office of the General Counsel

FOR CITY

(City Seal)

CITY OF _____, FLORIDA
through its City Commission

PETER BOBER, MAYOR

ATTEST:

PATRICIA A. CERNY, MMC, CITY CLERK

By: _____
City Manager

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Hollywood, Florida, only.

JEFFREY P. SHEFFEL, CITY ATTORNEY

EXHIBIT “1”

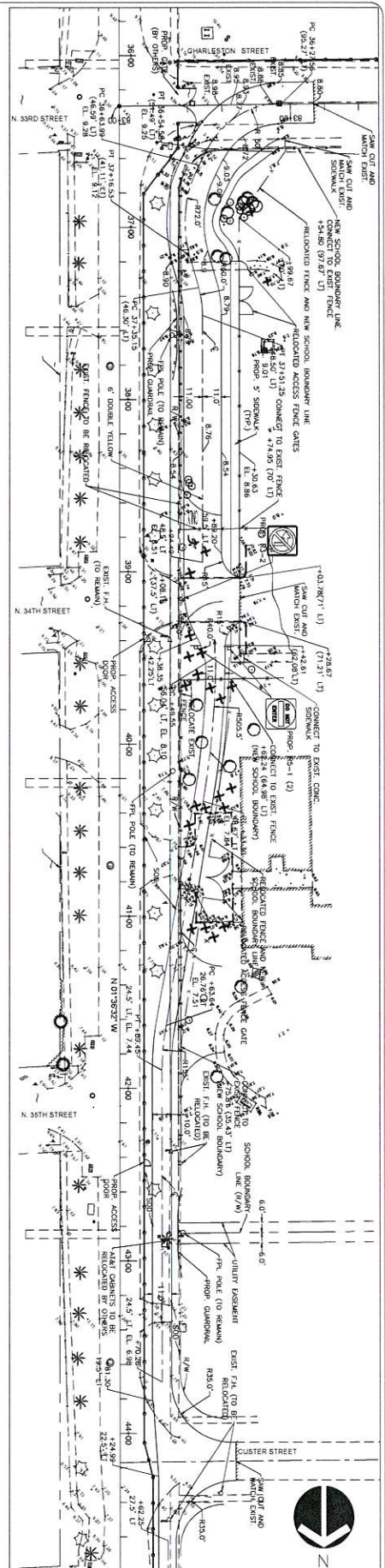
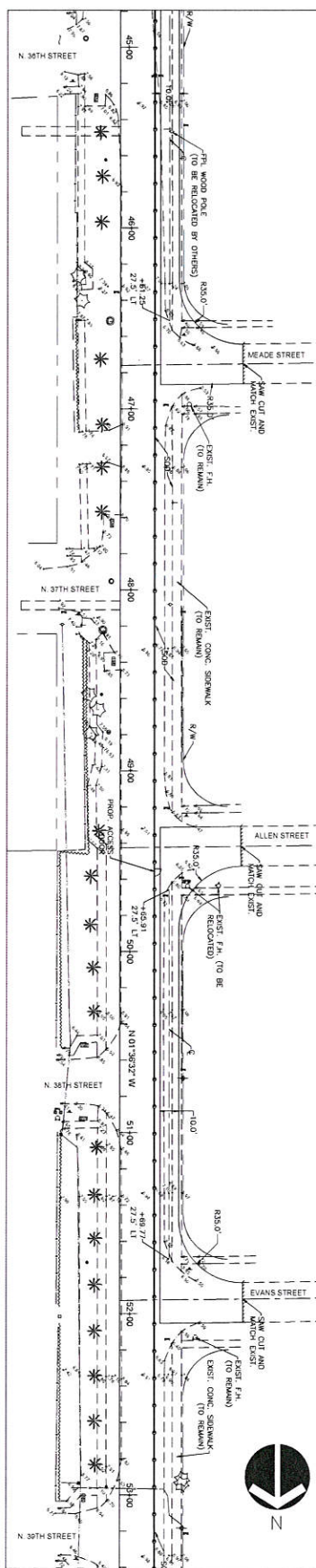
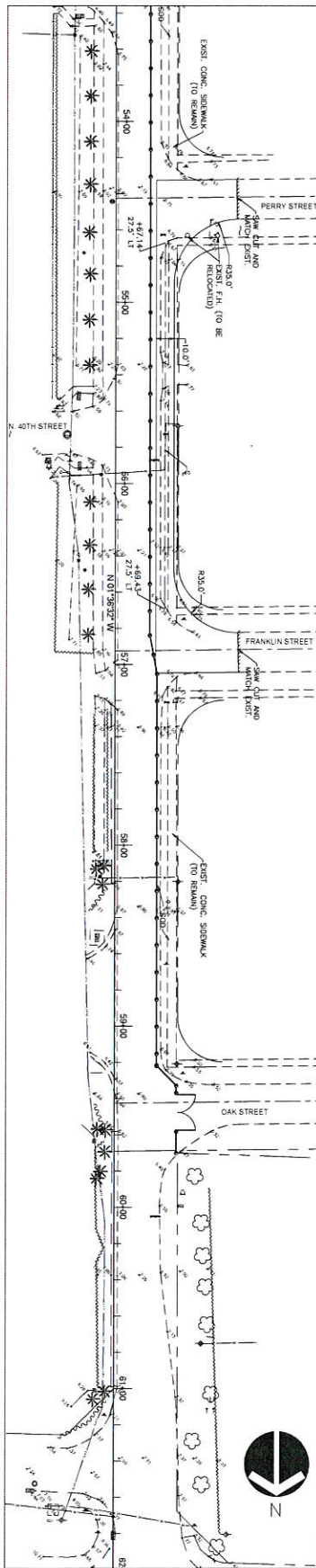
CONSTRUCTION PLANS

Sheet #1 of 3	Roadway Plan
Sheet #2 of 3	School Parking Lot Change Plan
Sheet #3 of 3	Typical Road Section
Sheet L-100 #1 of 3	Tree Action Plan
Sheet L-200 #2 of 3	Tree Mitigation Plan
Sheet L-201 #3 of 3	Planting Details

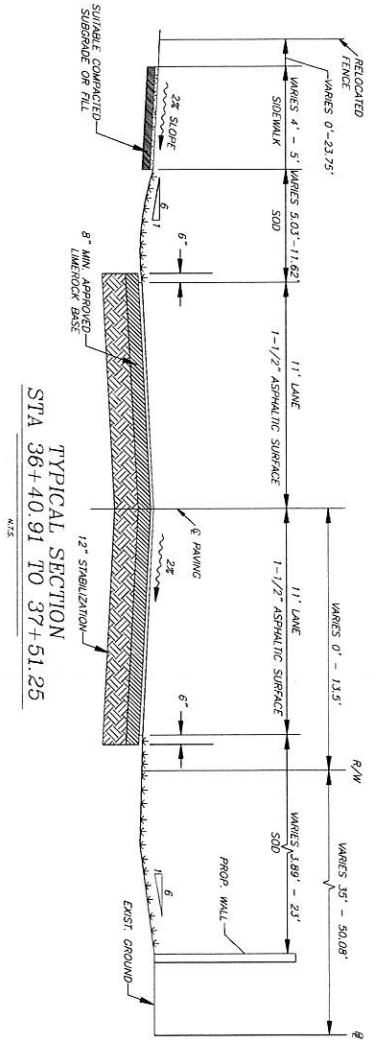
EXHIBIT “1”

CONSTRUCTION PLANS

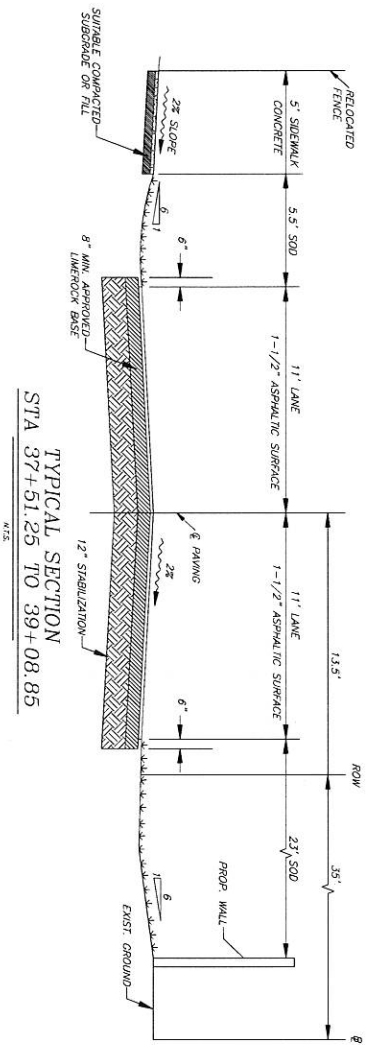
Sheet #1 of 5	Roadway Plan
Sheet #2 of 5	School Parking Lot Change Plan
Sheet #3 of 5	Typical Road Sections
Sheet #4 of 5	Miscellaneous Details
Sheet #5 of 5	Existing Utilities
Sheet L-100 #1 of 3	Tree Action Plan
Sheet L-200 #2 of 3	Tree Mitigation Plan
Sheet L-201 #3 of 3	Planting Details



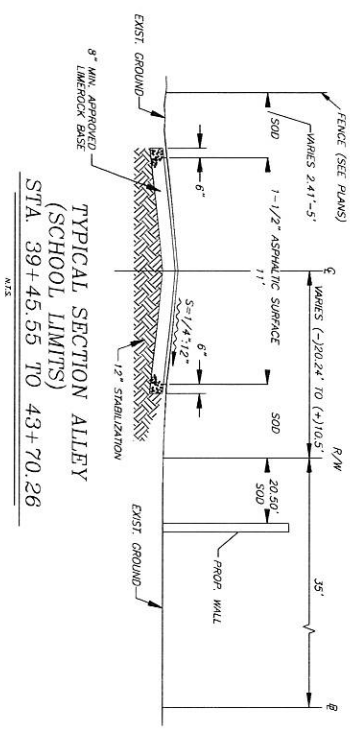
NO.	DATE	DESCRIPTION



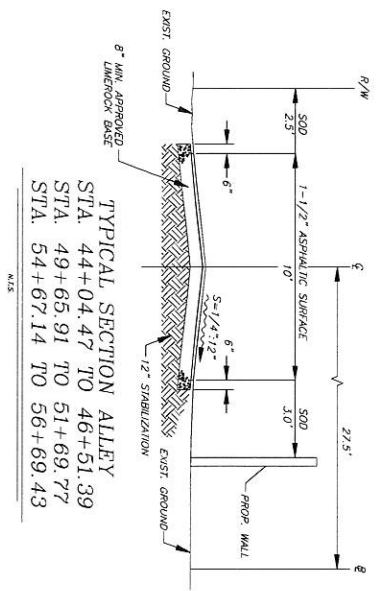
TYPICAL SECTION
STA 36+40.91 TO 37+51.25



TYPICAL SECTION
STA 37+51.25 TO 39+08.85



TYPICAL SECTION ALLEY
(SCHOOL LIMITS)
STA 39+45.55 TO 43+70.26



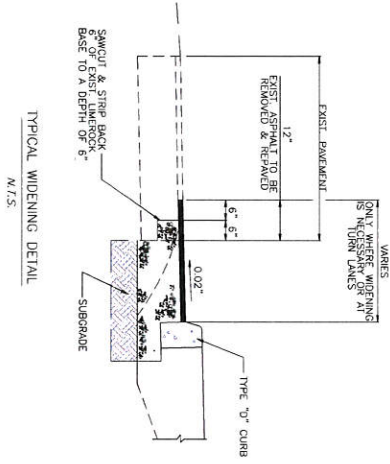
TYPICAL SECTION ALLEY
STA 44+04.47 TO 46+51.39
STA 49+65.91 TO 51+69.77
STA 54+67.14 TO 56+69.43



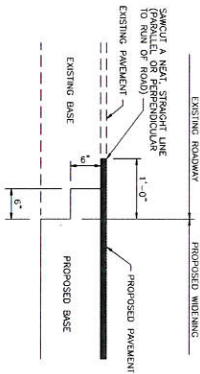
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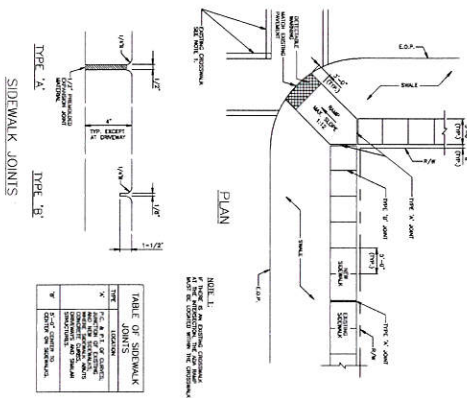
AREA OF CLEARING AND GRUBBING
AND NEW ASPHALT PAVEMENT

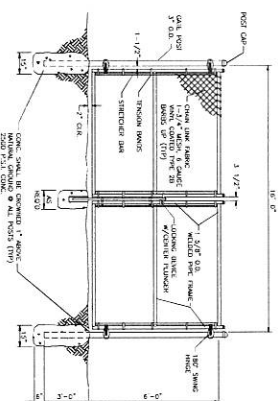


TYPICAL WIDENING DETAIL
N.T.S.



TYPICAL SAWCUT DETAIL
N.T.S.





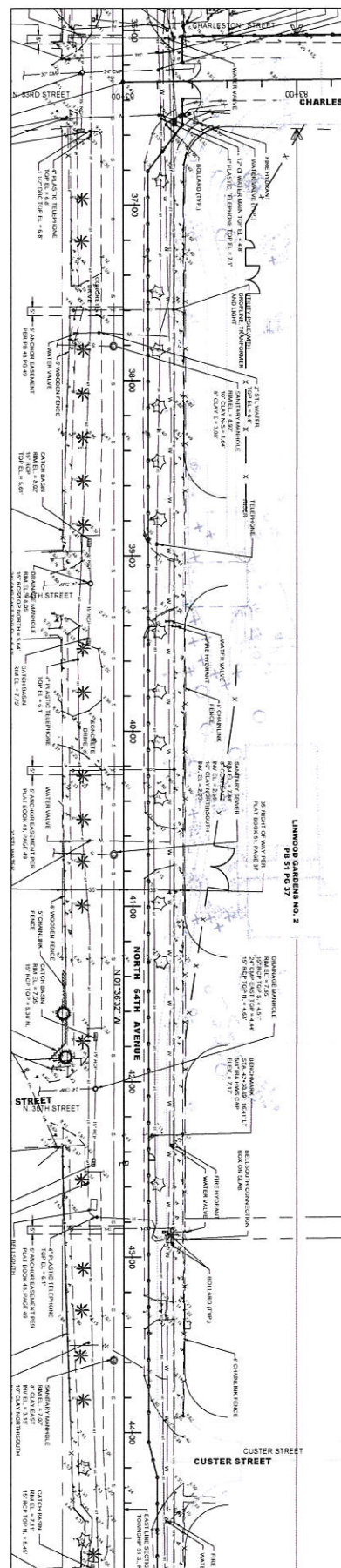
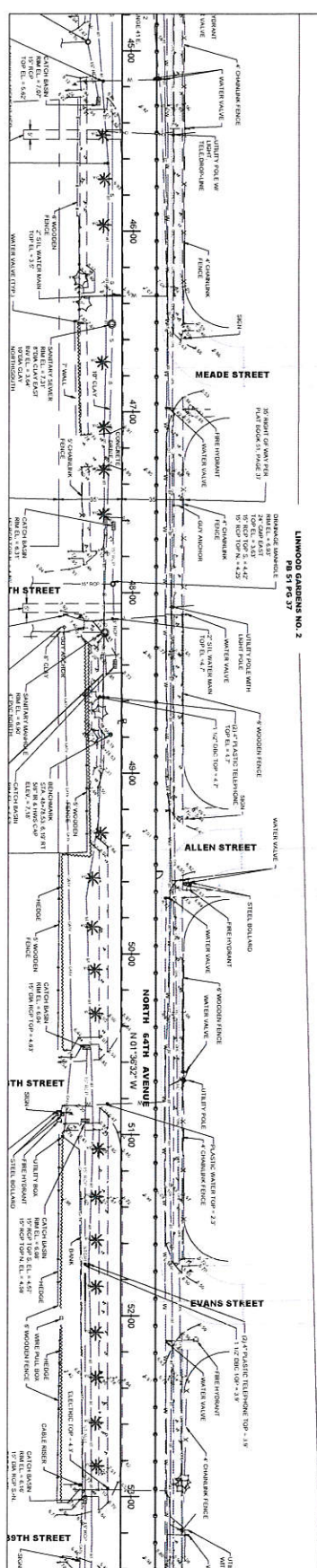
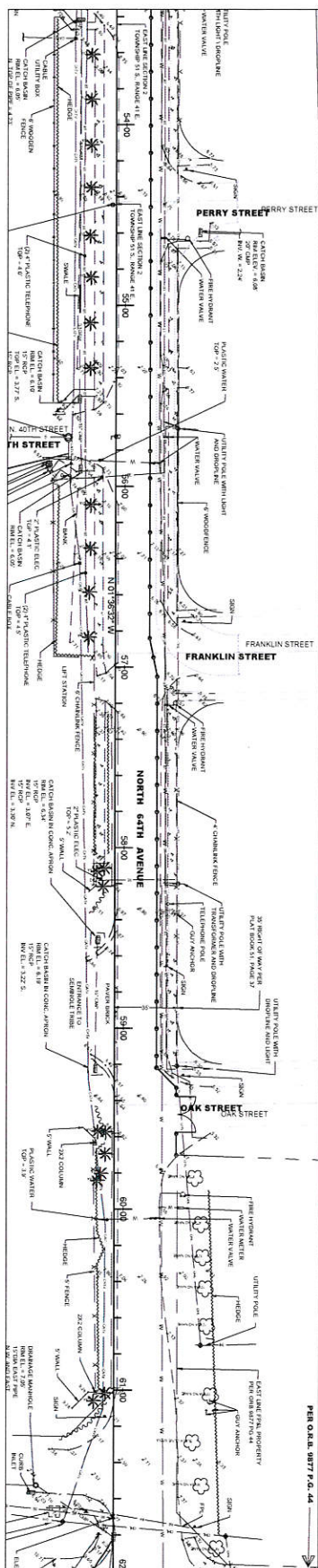
CHAIN LINK FENCE GATE DETAIL
N.T.S.

MINIMUM DEPTH AND DIAMETER OF POST HOLES				
HEIGHT OF FABRIC	DEPTH OF HOLE TERMINAL	TIME	DIA. OF HOLE AT TOP	DIA. OF HOLE AT BOTTOM
4 TO 5'	3'-0"	2'-0"	10"	12"
6' TO 9'	3'-6"	3'-0"	12"	15"
10' TO 12'	4'-0"	3'-6"	16"	22"
13' TO 20'	4'-6"	4'-0"	24"	28"

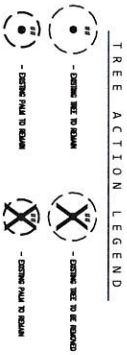
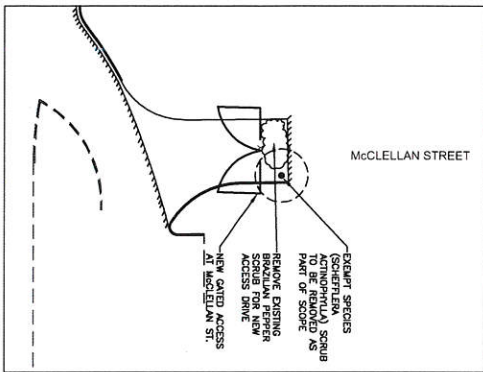
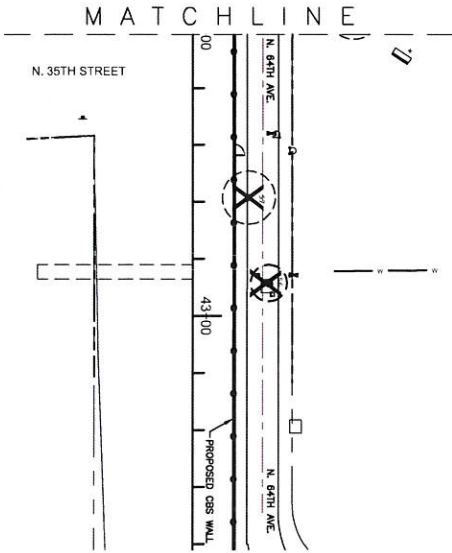
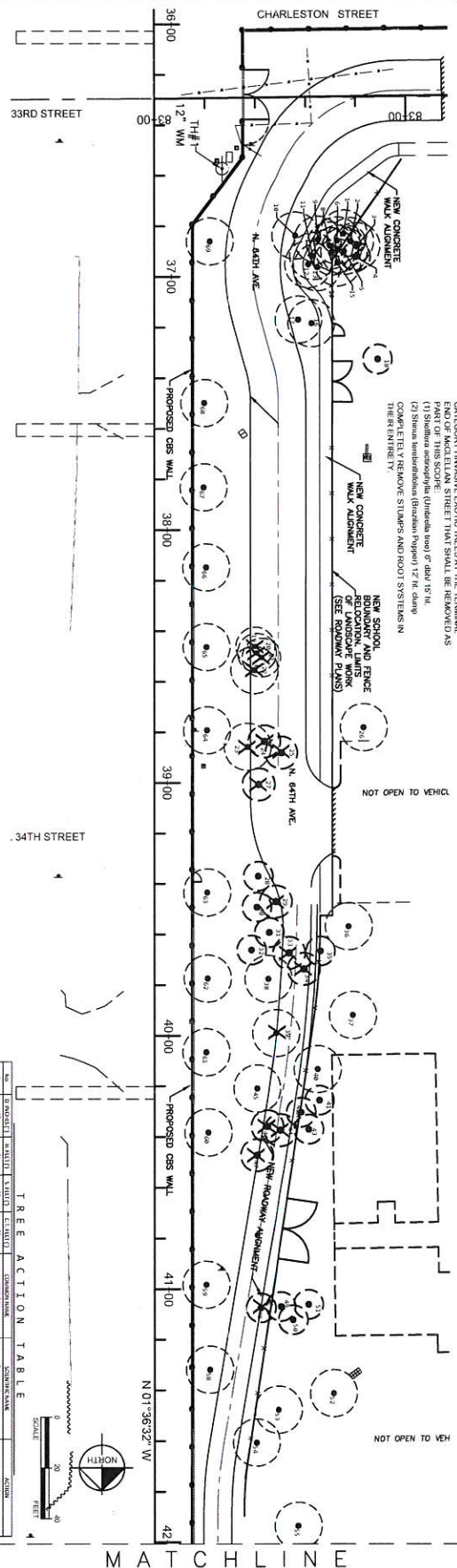
FIG. 1. Schematic diagram of the test specimen for the study of the effect of the type of the post on the behavior of the composite beam

1. **TIMBER POSTS AND G-SET BLOCKS** MAY BE EITHER ROUND OR GRESSED. TIMBER DIMENSION TOLERANCES SHALL BE NO MORE THAN 1/4".
2. **GUARDRAIL INSTALLATION** SHALL MEET OR EXCEED F.O.C.T. SAFETY CRITERIA INDEX 400.

N.T.S



NOTE: NOT SHOWN GRAPHICALLY ARE THE FOLLOWING:
 CATEGORY I INVASIVE EXOTIC TREES AT THE TERMINAL
 OF THE PROJECT SHALL BE REMOVED AS PART OF THIS SCOPE.
 (1) Shrubbery (including but not limited to) 9' tall or less.
 (2) Shrubbery (including but not limited to) 12' or less.
 COMPLETELY REMOVE STUMPS AND ROOT SYSTEMS IN
 THE ENTIRETY.



GENERAL NOTES:

1. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF HOLLYWOOD SPECIFICATIONS FOR THE CONSTRUCTION OF A CONCRETE WALL AND FENCE. THE BEST PRACTICES SHALL BE USED AT ALL TIMES.
2. THE CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF HOLLYWOOD SPECIFICATIONS FOR THE CONSTRUCTION OF A CONCRETE WALL AND FENCE. THE BEST PRACTICES SHALL BE USED AT ALL TIMES.
3. THE CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF HOLLYWOOD SPECIFICATIONS FOR THE CONSTRUCTION OF A CONCRETE WALL AND FENCE. THE BEST PRACTICES SHALL BE USED AT ALL TIMES.
4. THE CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF HOLLYWOOD SPECIFICATIONS FOR THE CONSTRUCTION OF A CONCRETE WALL AND FENCE. THE BEST PRACTICES SHALL BE USED AT ALL TIMES.
5. THE CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF HOLLYWOOD SPECIFICATIONS FOR THE CONSTRUCTION OF A CONCRETE WALL AND FENCE. THE BEST PRACTICES SHALL BE USED AT ALL TIMES.
6. THE CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF HOLLYWOOD SPECIFICATIONS FOR THE CONSTRUCTION OF A CONCRETE WALL AND FENCE. THE BEST PRACTICES SHALL BE USED AT ALL TIMES.
7. THE CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF HOLLYWOOD SPECIFICATIONS FOR THE CONSTRUCTION OF A CONCRETE WALL AND FENCE. THE BEST PRACTICES SHALL BE USED AT ALL TIMES.
8. THE CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF HOLLYWOOD SPECIFICATIONS FOR THE CONSTRUCTION OF A CONCRETE WALL AND FENCE. THE BEST PRACTICES SHALL BE USED AT ALL TIMES.
9. THE CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF HOLLYWOOD SPECIFICATIONS FOR THE CONSTRUCTION OF A CONCRETE WALL AND FENCE. THE BEST PRACTICES SHALL BE USED AT ALL TIMES.
10. THE CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF HOLLYWOOD SPECIFICATIONS FOR THE CONSTRUCTION OF A CONCRETE WALL AND FENCE. THE BEST PRACTICES SHALL BE USED AT ALL TIMES.

TREE ACTION TABLE

NO.	BRAND	HEIGHT	THICKNESS	LOCATION	STATUS	REMARKS
1	1	1	1	1	1	1
2	2	2	2	2	2	2
3	3	3	3	3	3	3
4	4	4	4	4	4	4
5	5	5	5	5	5	5
6	6	6	6	6	6	6
7	7	7	7	7	7	7
8	8	8	8	8	8	8
9	9	9	9	9	9	9
10	10	10	10	10	10	10
11	11	11	11	11	11	11
12	12	12	12	12	12	12
13	13	13	13	13	13	13
14	14	14	14	14	14	14
15	15	15	15	15	15	15
16	16	16	16	16	16	16
17	17	17	17	17	17	17
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19	19	19	19	19	19	19
20	20	20	20	20	20	20
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27	27	27	27	27	27	27
28	28	28	28	28	28	28
29	29	29	29	29	29	29
30	30	30	30	30	30	30
31	31	31	31	31	31	31
32	32	32	32	32	32	32
33	33	33	33	33	33	33
34	34	34	34	34	34	34
35	35	35	35	35	35	35
36	36	36	36	36	36	36
37	37	37	37	37	37	37
38	38	38	38	38	38	38
39	39	39	39	39	39	39
40	40	40	40	40	40	40
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42	42	42	42	42	42	42
43	43	43	43	43	43	43
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69	69	69	69	69	69	69
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74	74	74	74	74	74	74
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76	76	76	76	76	76	76
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82	82	82	82	82	82	82
83	83	83	83	83	83	83
84	84	84	84	84	84	84
85	85	85	85	85	85	85
86	86	86	86	86	86	86
87	87	87	87	87	87	87
88	88	88	88	88	88	88
89	89	89	89	89	89	89
90	90	90	90	90	90	90
91	91	91	91	91	91	91
92	92	92	92	92	92	92
93	93	93	93	93	93	93
94	94	94	94	94	94	94
95	95	95	95	95	95	95
96	96	96	96	96	96	96
97	97	97	97	97	97	97
98	98	98	98	98	98	98
99	99	99	99	99	99	99
100	100	100	100	100	100	100

EXHIBIT “2”

EASEMENT WITH SKETCH AND LEGAL

EXHIBIT "2"

Prepared By:
Alan Fallik
Deputy City Attorney
City of Hollywood, Florida
2600 Hollywood Boulevard,
Suite 407
Hollywood, Florida 33020

PERMANENT EASEMENT

THIS INDENTURE made this _____ day of _____, 2014, between the School Board of Broward County, Florida ("Grantor"), whose post office address is 600 SE 3rd Avenue, Fort Lauderdale, FL 33301, and the City of Hollywood ("Grantee"), whose post office address is 2600 Hollywood Boulevard, Hollywood, FL 33020;

(Wherever used herein, the terms, "Grantor" and "Grantee" shall include singular and plural, 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:

WHEREAS, the Grantor is the owner of property situate in Broward County, Florida, described as follows:

See Exhibit A attached hereto and incorporated herein by reference (the "Property");

WHEREAS, the Grantee desires a permanent easement for public right-of-way purposes on, over and across the Property; and

WHEREAS, the Grantor is willing to grant such easement;

NOW, THEREFORE, for and in consideration of the mutual covenants each to the other running and one dollar and other good and valuable considerations, the Grantor does hereby grant unto the Grantee, its successors and assigns, a permanent easement on,

EXHIBIT "2"

over and across the Property for public right-of-way purposes and uses incidental to public right-of-way purposes.

IN WITNESS WHEREOF, the Grantor has caused these presents to be duly executed in its name and attested by proper witnesses thereunto duly authorized, the day and year first above written.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed, and delivered
in our presence:

The School Board of Broward County,
Florida, a body corporate, f/k/a Broward
County Board of Public Instruction

By: _____
Name: Patricia Good
Title: Chair

Attest:

By: _____
Name: Robert W. Runcie
Title: Superintendent of Schools

Approved as to form and legal content:
By: _____
Name: Robert Vignola
Title: Office of the General Counsel

EXHIBIT "2"

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this
_____ day of _____, _____ by _____.

Notary Public

Print: _____

Commission No.: _____

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

My commission expires:

SKETCH TO ACCOMPANY THIS DESCRIPTION:

DESCRIPTION:

A PORTION OF "LINWOOD GARDENS NO. 2", TOGETHER WITH ROAD RIGHT-OF-WAY ADJACENT THERETO, AS RECORDED IN PLAT BOOK 51, PAGE 37, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF NORTH 64TH AVENUE WITH THE NORTH RIGHT-OF-WAY LINE OF CHARLESTON STREET;
 THENCE NORTH 90°00'00" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 24.72 FEET TO THE POINT OF BEGINNING;
 THENCE CONTINUE NORTH 90°00'00" WEST, A DISTANCE OF 37.99 FEET;
 THENCE NORTH 35°35'21" EAST, A DISTANCE OF 48.81 FEET;
 THENCE NORTH 00°39'00" EAST, A DISTANCE OF 259.00 FEET;
 THENCE NORTH 89°21'00" EAST, A DISTANCE OF 5.00 FEET;
 THENCE NORTH 00°39'00" EAST, A DISTANCE OF 4.80 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 265.70 FEET;
 THENCE NORTHERLY AND TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 8°27'00", AN ARC DISTANCE OF 39.19 FEET TO A POINT OF TANGENCY;
 THENCE NORTH 09°02'12" EAST, A DISTANCE OF 173.73 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 146.10 FEET;
 THENCE NORTHERLY AND TO THE LEFT, THROUGH A CENTRAL ANGLE OF 08°27'00", AN ARC DISTANCE OF 21.55 FEET TO A POINT OF CUSP WITH THE WEST RIGHT-OF-WAY LINE OF NORTH 64TH AVENUE;
 THENCE SOUTH 00°39'00" WEST, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 511.10 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET;
 THENCE SOUTHERLY AND WESTERLY TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 89°21'00", AN ARC DISTANCE OF 38.99 FEET TO THE POINT OF BEGINNING.

SAID LAND SITUATED IN THE CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA.
 CONTAINING 14,453 SQUARE FEET, MORE OR LESS.

SHEET 2 OF 2

REVISION	DATE	BY	SKETCH AND DESCRIPTION		STEPHEN K. SEELEY, FOR THE FIRM PROFESSIONAL SURVEYOR & MAPPER FLORIDA REGISTRATION NO. 4574
			JOB #RN0396	DATE: 06/03/2014	
			SCALE: NTS	FILE No.:	
			DRAWN BY: CM	CHECKED BY: SKS	
			GIBBS LAND SURVEYORS 2131 HOLLYWOOD BOULEVARD, SUITE 204 HOLLYWOOD, FL 33020 (954) 923-7666 LICENSED BUSINESS NO. 7018		

PLAT BOOK 51, PG. 37, B.C.R.

P.O.C. - POINT OF COMMENCEMENT
P.O.B. - POINT OF BEGINNING
B.C.R. - BROWARD COUNTY RECORDS

65' 81.5'

PERSHING STREET

LOT 9 LOT 10 LOT 11 LOT 12

12' UTILITY EASEMENT

6" 12" 6"

BLOCK 10

RADIUS=146.10'
DELTA=82°00'
ARC=21.55'

173.73'

N09°02'12"E

RADIUS=265.70'
DELTA=82°27'00"
ARC=39.19'

509°21'00"E 5.0'

N00°39'00"E 4.80'

511.10'

500°39'00"W

McCLELLAN STREET

LOT 17 LOT 18 LOT 19 LOT 20

12' UTILITY EASEMENT

6" 12" 6"

BLOCK 11

259.00'

N00°39'00"E

PROPOSED RIGHT OF WAY

RADIUS=25'
DELTA=89°21'00"
ARC=38.99'

N35°35'21"E 478.81'

EXISTING RIGHT OF WAY

P.O.C.

N90°00'00"W 37.99'

N90°00'00"W 24.72'

P.O.B.

CHARLESTON ST

GIBBS LAND SURVEYORS
2131 HOLLYWOOD BOULEVARD, SUITE 204
HOLLYWOOD, FL 33020 (954) 923-7666
LICENSED BUSINESS NO. 7018