

DOCUMENT ROUTING FORM (2) PCMD 10/9 2 origst
10/16/12

Approved Comm. Mtg. on OCTOBER 2, 2012

ITEM: ☐ M - ☐ PH - ☐ O - ☐ CR - ☐ R-4

Also attached: ☐ copy of CAR ☐ copy of document ☐ ACM Form ☐ # originals

1.) Approved as to Content:

Department Director

Capital Improvements defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, fixtures) that add value and/or extend useful life, inc. major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, real.

Please Check the proper box: CIP FUNDED ☐ YES ☐ NO
Capital Improvement Projects

2.) Approved as to Funds Available: by _____ Date: _____
Finance Director

Amount Required by Contract/Agreement \$ _____ Funding Source: _____

Dept./Div. _____ Index/Sub-object _____ Project # _____

3.) City Attorney's Office: Approved as to Form: #_____ Originals to City Mgr. By: _____

Harry A. Stewart	_____	Cole Coppertino	_____	Robert B. Dunckel	<u>XX</u> <i>[Signature]</i>
Ginger Wald	_____	D'Wayne Spence	_____	Paul G. Bangel	_____
Carrie Sarver		DJ Williams-Persad			

4.) Approved as to content: Assistant City Manager:

By: _____
Stanley Hawthorne, Assistant City Manager

By: _____
Susanne Torriente, Assistant City Manager

5.) Acting City Manager: Please sign as indicated and forward :#_____ originals to Mayor.

6.) Mayor: Please sign as indicated and forward :#_____ originals to Clerk.

7.) To City Clerk for attestation and City seal.

RETURN BOTH ORIGINALS TO BOB DUNCKEL FOR TRANSMIT & EXECUTION BY FDOT

INSTRUCTIONS TO CLERK'S OFFICE

8.) City Clerk: retains one original document and forwards _____ original documents to _____

☐ Copy of document to _____ ☐ Original Route form to _____

☐ Attach _____ certified copies of Reso. # _____ ☐ Fill-in date _____

A

Memorandum
No. 12-0525

City Attorney's Office

To: Phil Thornburg, Director / Parks & Recreation

From: Robert B. Dunckel, Assistant City Attorney/5036 *RBD / RB*

Date: October 31, 2012

Re: Airspace Agreement between Florida Department of Transportation
("FDOT") and City;
Riverland Woods Park / Ten Year Term

Attached please find a fully-executed copy of the above-referenced Agreement. The original will be filed with the City Clerk's Office.

CITY CLERK

2012 NOV - 1 AM 9:41

L:\RBD\memos\2012\0525thornburg.doc

Attachment

cc: Wendy Gonyea, Assistant City Clerk IV [original]

#761.01
#796

AIRSPACE AGREEMENT

575-060-32
RIGHT OF WAY
OGC - 08/09
Page 1 of 7

ITEM/SEGMENT NO.: 231540-1

MANAGING DISTRICT: 4

F.A.P. NO.: 5951 2791

STATE ROAD NO.: 862 (I-595)

COUNTY.: BROWARD

PARCEL NO.: 145 (Part)

2012 NOV - 1 AM 9:41

CITY CLERK

THIS AGREEMENT, made this 25th day of October, 2012, between
the City of Fort Lauderdale at 100 North Andrews Avenue, Fort Lauderdale, FL 33301
(Lessee) and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (Department), an agency
of the State of Florida (State).

WITNESSETH:

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

WHEREAS, the United States Department of Transportation, Federal Highway Administration (FHWA), requires any use of airspace above, and/or below the highway's established gradeline, lying within the approved right of way limits on a Federal Aid System, to be accomplished pursuant to an airspace agreement in accordance with 23 CFR, Part 710, and

WHEREAS, the Department has acquired sufficient legal right, title, and interest in the right of way of Interstate 595 which includes the property described in Exhibit "A" attached hereto and 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 to Lessee the airspace above or below gradeline of the property described in Exhibit "A", attached and made a part hereof for the following purpose: a boat ramp and vehicle turn-around
area

WHEREAS, the proposed use will not impair the full use and safety of the highway, require or permit vehicular access to such space directly from the established gradeline of said highway, or interfere with the free flow of traffic on said highway.

NOW, THEREFORE, in consideration of the premises made a part hereof, 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. Term

The Department does hereby lease unto Lessee the airspace above or below gradeline of the property for a period of ten (10) years beginning with the date of this Agreement. One renewal of this Agreement may be made for ten (10) 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 property lying below said airspace.

3. Rent

a. Lessee shall pay to the Department as rent each ☐ month ☐ quarter ☐ year on or before the first day of each rent payment period, \$0.00 plus applicable sales tax. When this Agreement is terminated, any 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: N/A

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, or 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, rent as determined to be the fair market rental value by an independent appraiser certified by the Department, and Lessee further agrees to pay such rent, under the remaining 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, per Section 55.03(1), Florida Statutes. This provision shall not obligate the Department 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 airspace is as follows: Riverland Woods Park boat ramp and turn-around
area

c. The general design for the use of the airspace, including any facilities to be constructed, and the maps, plans, and sketches setting out the pertinent features of the use of the airspace 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 appropriate District Secretary of the Department, subject to concurrence by the FHWA.

e. The Department, through its duly authorized representatives, employees, and contractors, and any authorized FHWA representative, may enter the 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, monitoring well installations, sampling, remediation, and any other action which is reasonable and necessary to conduct an environmental assessment or to abate an environmental hazard.

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 design, occupancy, and use of the airspace shall not adversely affect the use, safety, appearance, or enjoyment of the highway by smoke, fumes, vapors, odors, droppings, or any other objectionable discharges or emissions, or nuisances of any kind therefrom.

i. When, for the proposed use of the airspace, 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 property under the airspace.

k. Lessee shall not occupy, use, permit, or suffer the airspace, the property, the facility, or any part thereof to be occupied or used for any illegal business use or purpose, for the manufacture or storage of flammable, explosive, or hazardous material, or any other hazardous activity, or 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 federal, state, or local laws, orders, directions, ordinances, or regulations.

l. Any activities in any way involving hazardous materials or substances of any kind whatsoever, either as those terms may be defined under any state or federal laws or regulations, or as those terms are understood in common usage, are specifically prohibited. The use of petroleum products, pollutants, and other hazardous materials affecting the property is prohibited. Lessee shall be held responsible for the performance of and payment for any environmental remediation that may be necessary, as determined by the Department. Similarly, if any contamination either spread to or was released onto adjoining property as a result of Lessee's use of the airspace under lease, the Lessee shall be held similarly responsible. The Lessee shall indemnify, defend, and hold harmless the Department from any claim, loss, damage, cost, charge, or expense arising out of any such contamination.

m. Existing utilities and all corresponding easements shall remain in place and Lessee shall not disturb or interfere with the same.

5. Indemnification. To the extent provided by law, Lessee shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by Lessee, its officers, agents, or employees, during the performance of the Agreement, except that neither Lessee, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by Lessee in the performance of services required under this Agreement, the Department will immediately forward the claim to Lessee. Lessee and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of Lessee in the defense of the claim or to require that Lessee defend the Department in such claim as described in this section. The Department's failure to promptly notify Lessee of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Lessee. The Department and Lessee will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any.

Note: No longer required for local governments.

6. Insurance. Lessee at its expense, shall maintain at all times during the term of this Agreement, public liability insurance protecting the Department and Lessee against any and all claims for injury and damage to persons and property, and for the loss of life or property occurring in, on, or about the land arising out of the act, negligence, omission, nonfeasance, or malfeasance of Lessee, its employees, agents, contractors, customers, licensees, and invitees. Such insurance shall be carried in a minimum amount of not less than See Addendum (\$) for bodily injury or death to any one person or any number of persons in any one occurrence and not less than (\$) for property damage, or a combined coverage of not less than (\$). All such policies shall be issued by companies licensed to do business in the State of Florida and all such policies shall contain a provision whereby the same cannot be canceled or modified unless the Department is given at least sixty (60) days prior written notice of such cancellation or modification. Lessee shall provide the Department certificates showing such insurance to be in place and showing the Department as additional insured under the policies. If self-insured or under a risk management program, Lessee represents that such minimum coverage for liability will be provided for the property.

7. Termination

- a. This Agreement may be terminated by either party without cause upon thirty (30) days prior written notice to the other party.
- b. It is understood and agreed to by the Lessee that the Department reserves the right to terminate this Agreement immediately without prior notice, 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 terminated and the Department deems it necessary to request the removal of the facility on the property, 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 renew this Agreement not later than thirty (30) days prior to the expiration of the original term. Lessee's failure to comply with the foregoing notice provision may result in the Department's refusal to renew the Agreement.
- d. Upon termination of this Agreement, Lessee shall deliver the property to the Department, or its agents, in the condition existing at the commencement of this Agreement, normal wear and tear excepted, unless a facility, any improvement, or any part thereof has been constructed on the property.
- e. If removal of the facility, improvements, or any part thereof is requested by the Department, any such structures shall be removed by the Lessee at Lessee's expense by midnight of the day of termination of this Agreement and the property restored as nearly as practicable.
- f. This Agreement is terminable by the Department in the event that the facility ceases to be used for its intended purpose or is abandoned.

8. Eminent Domain

Lessee acknowledges and agrees that its relationship with the Department under this Agreement is one of landlord and tenant and no other relationship either expressed or implied shall be deemed to apply to the parties under this Agreement. Termination of this Agreement 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 Agreement, including any residual interest in the Agreement or any other facts or circumstances arising out of or in connection with this Agreement.

Lessee hereby waives and relinquishes any legal rights and monetary claims which it might have for full compensation, or damages of any sort, including special damages, severance damages, removal costs, or loss of business profits, resulting from Lessee's loss of occupancy of the property specified in this Agreement, or any such rights, claims, or damages flowing from adjacent properties owned or leased by Lessee as a result of Lessee's loss of occupancy of the property specified in this Agreement. Lessee also hereby waives and relinquishes any legal rights and monetary claims which it might have for full compensation, or damages of any sort as set out above, as a result of Lessee's loss of occupancy of the property, when any or all adjacent properties owned or leased by Lessee are taken by eminent domain proceedings or sold under the threat thereof. This waiver and relinquishment applies whether this Agreement is still in existence on the date of taking or sale or has been terminated prior thereto.

9. 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 49 CFR Part 21, 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 property and facility; (2) that in connection with the construction of any improvements on said property and facility 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 property and facility in compliance with all other requirements imposed pursuant to 15 CFR Part 8, Subpart A.

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

c. During the term of this 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 local governments, or other lawful authority whatsoever, affecting the land, property, and facility or appurtenances or any part thereof, and of all insurance policies covering the property, land, and facility, or any part thereof.

d. In addition to or in lieu of 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. Lessee acknowledges that it has reviewed this Agreement, is familiar with its terms, and has had adequate opportunity to review this Agreement with legal counsel of Lessee's choosing. Lessee has entered into this Agreement freely and voluntarily. This Agreement 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 any previous owner of the property and landlord of Lessee are merged in this Agreement, which alone, fully and completely express the agreement between Lessee and the Department with respect to the subject matter hereof. No modification, waiver, or amendment of this Agreement or any of its conditions or provisions shall be binding upon the Department or Lessee unless in writing and signed by both parties.

g. 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 property.

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

i. All notices to the Department shall be sent to the address for rent payments and all notices to Lessee shall be sent to the property address provided herein or otherwise provided in writing to the Department.

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

CITY OF FORT LAUDERDALE

LESSEE (Company Name, if applicable)

By:

[Signature]

Name: Lee R. Feldman

Title: City Manager

Attest: Jonda K Joseph (Seal)

Name: JONDA K. JOSEPH

Title: City Clerk

APPROVED AS TO FORM:

[Signature]

Assistant City Attorney

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By:

[Signature]

District Secretary

Name: James A. Wolfe, P.E.

Attest:

[Signature]

Name/Title:

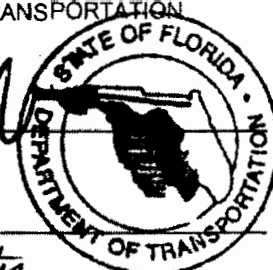
Maria Gutierrez

Legal Review:

[Signature]

District Counsel

Name: Laurice Mayes, Senior Attorney



ADDENDUM

This is an Addendum to that certain Airspace Agreement between the City of Fort Lauderdale, 100 North Andrews Avenue, Fort Lauderdale, FL 33301 and the State of Florida Department of Transportation dated the 25th day of October, 2012. 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 9 (d) of said Agreement:

- 1) The provisions of Paragraph 6 of the subject Agreement are herein replaced by the following:

Lessor recognizes that Lessee is a governmental entity that is self-insured in an amount acceptable to Lessor.

To the extent provided by law, Lessee shall indemnify, defend and hold harmless the Lessor and all of its officers, agents and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by Lessee, its agents or employees during the performance of the Agreement, except that neither Lessee, its agents or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by Lessor or any of its officers, agents, or employees during the performance of the Agreement.

When Lessor received a notice of claim for damages that may have been caused by Lessee in the performance of services required under this Agreement, Lessor will immediately forward the claim to Lessee. Lessee and Lessor will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, Lessor will determine whether to require the participation of the Lessee in the defense of the claim or to require that Lessee defend Lessor in such claim as described in this section. Lessor's failure to promptly notify Lessee of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Lessee. Lessor and Lessee will each pay its own expenses for the evaluation, settlement negotiations and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

- 2) In its use of the property identified in Exhibit "A", the City may not allow crossing or encroachment into the limited access lines of State Road 7 or I-595.

LESSEE:

City of Fort Lauderdale

BY: Lee R. Feldman

Signature

Lee R. Feldman

Print name

ATTEST:

Jonda K. Joseph

(Seal)

Jonda K. Joseph

Print name

APPROVED AS TO FORM:

Robert B. Dunckel
Robert B. Dunckel,
Assistant City Attorney

LESSOR:

State of Florida

Department of Transportation

BY: James A. Wolfe, P.E.

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

ATTEST:

Marie [Signature]

(Seal)

Legal review:

Laurice Mayes
Laurice Mayes, Senior Attorney

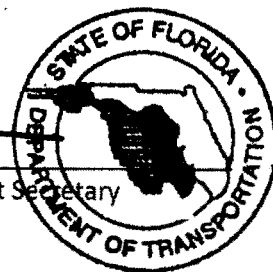
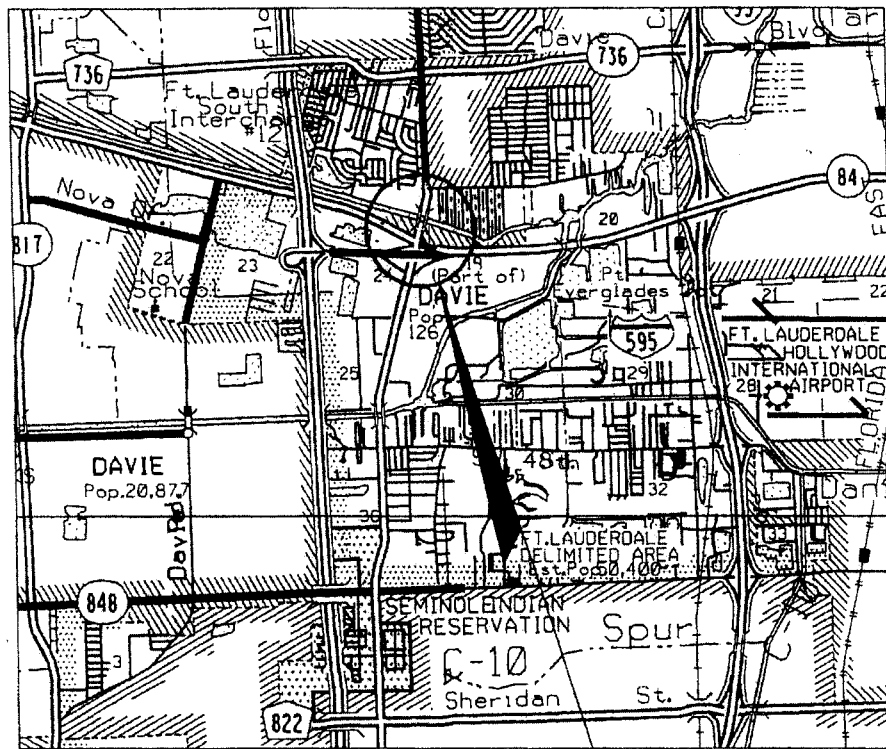


EXHIBIT "A"



SEC. 19, TWP. 50 S., RGE. 42 E. &
SEC. 24, TWP. 50 S., RGE. 41 E.

LOCATION MAP
NOT TO SCALE

LEGEND:

- CL = CENTERLINE
- EXIST. = EXISTING
- FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
- I.R. = IRON ROD
- = LIMITED ACCESS
- = RIGHT OF WAY LINE (L.A.)
- NO. = NUMBER
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- RGE. = RANGE
- = RANGE LINE
- (R) = RECORD
- R/W = RIGHT OF WAY
- SEC. = SECTION
- S.R. = STATE ROAD
- TWP. = TOWNSHIP
- WPI = WORK PROGRAM ITEM
- [Hatched Box] = HATCHED AREA TO TEMPORARY SURPLUS

SURVEYOR'S NOTES

- 1) Bearing basis for Exhibit "A" is the North Line of Section 19, Township 50 South, Range 42 East, as shown on FDOT R/W Map for S.R. No. 862 (1-595) Section 86095-2403 Sheet 7 of 11, as recorded in Road Map Book 12, Page 27, Broward County Records. Line bears North 87°47'47" East.
- 2) Information shown hereon is based on FDOT Right of Way Map Section 86095-2403.
- 3) Purpose for Exhibit "A" is temporary surplus.
- 4) All dimensions were calculated unless otherwise specified.

NOT A SURVEY

PARCEL 145 (PART)

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
DISTRICT FOUR
SURVEYING AND MAPPING
3400 WEST COMMERCIAL BLVD.
FORT LAUDERDALE, FLORIDA 33309
(954)777-4550

FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAPPING			
RIGHT OF WAY PARCEL SKETCH			
STATE ROAD NO. 862		BROWARD COUNTY	
BY	DATE	APPROVED BY	DATE
PRELIM NARANJO	SEP. 00	<i>Jeffrey Smith</i>	7/2/01
FINAL TIMMENS	SEP. 00		
CHECKED ADLER	SEP. 00		
MAPS PREPARED BY GREENHORNE & O'MARA, INC.		FIELD BOOK NO. 5 4318144	
W.P.I. NO. 490795		SCALE: N/A	
F.P. NO. 23154015201		SHEET 1 OF 3	
SECTION 86095-2403		CAM 22-0401	

EXHIBIT "A"

TEMPORARY SURPLUS

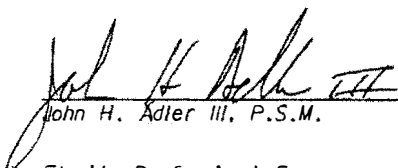
A portion of land lying in Section 24, Township 50 South, Range 41 East and in Section 19, Township 50 South, Range 42 East, Broward County, Florida, being more particularly described as follows:

COMMENCE at the Northwest corner of said Section 19, thence run North 87°47'47" East (said bearing is the basis of bearing) along the North line of said Section, for a distance of 123.82 feet to the point of intersection with the Limited Access Right-of-Way line of State Road 7 (U.S. 441) as shown on the State of Florida Department of Transportation Right-of-Way Map for State Road No. 862 (I-595) Section 86095-2403, as recorded in Road Map Book 12, Page 27 of Public Records of Broward County, Florida; thence run South 10°12'36" East along said Limited Access Right-of-Way line, a distance of 186.82 feet; thence South 05°58'38" West along said Limited Access Right-of-Way line, a distance of 829.00 feet to the POINT OF BEGINNING; thence South 03°09'55" East along said Limited Access Right-of-Way line, a distance of 216.38 feet; thence South 28°25'38" West along said Limited Access Right-of-Way line, a distance of 28.63 feet to a point of intersection with the West line of said Section 19 and the North Right-of-Way line of the North New River Canal (C-9); thence North 75°09'43" West along said North Right-of-Way line, a distance of 64.43 feet; thence North 12°49'21" East departing said North Right-of-Way line, a distance of 17.30 feet; thence South 88°57'18" East, a distance of 31.17 feet; thence North 00°02'38" West, a distance of 159.99 feet; thence North 30°58'19" East, a distance of 56.50 feet to the POINT OF BEGINNING.

Containing 8,329 square feet, more or less.

I hereby certify that to the best of my knowledge and belief the attached legal description of Parcel No. 145 (PART), as shown on the Right-of-Way Parcel Sketch for State Road No. 862 (I-595), W.P.I./Segment No. 440795, Section No. 86095-2403 is true, accurate and was prepared under my direction.

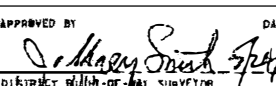
I further certify that said legal description is in compliance with the Minimum Technical Standards as set forth by the Florida Board of Professional Surveyors and Mappers pursuant to Section 472.027 Florida Statutes.


John H. Adler III, P.S.M.

Florida Professional Surveyor and Mapper No. 4693
Greenhorne & O'Mara, Inc.
701 Northpoint Parkway, Suite 100
West Palm Beach, Florida 33407
Date: May 22, 2001

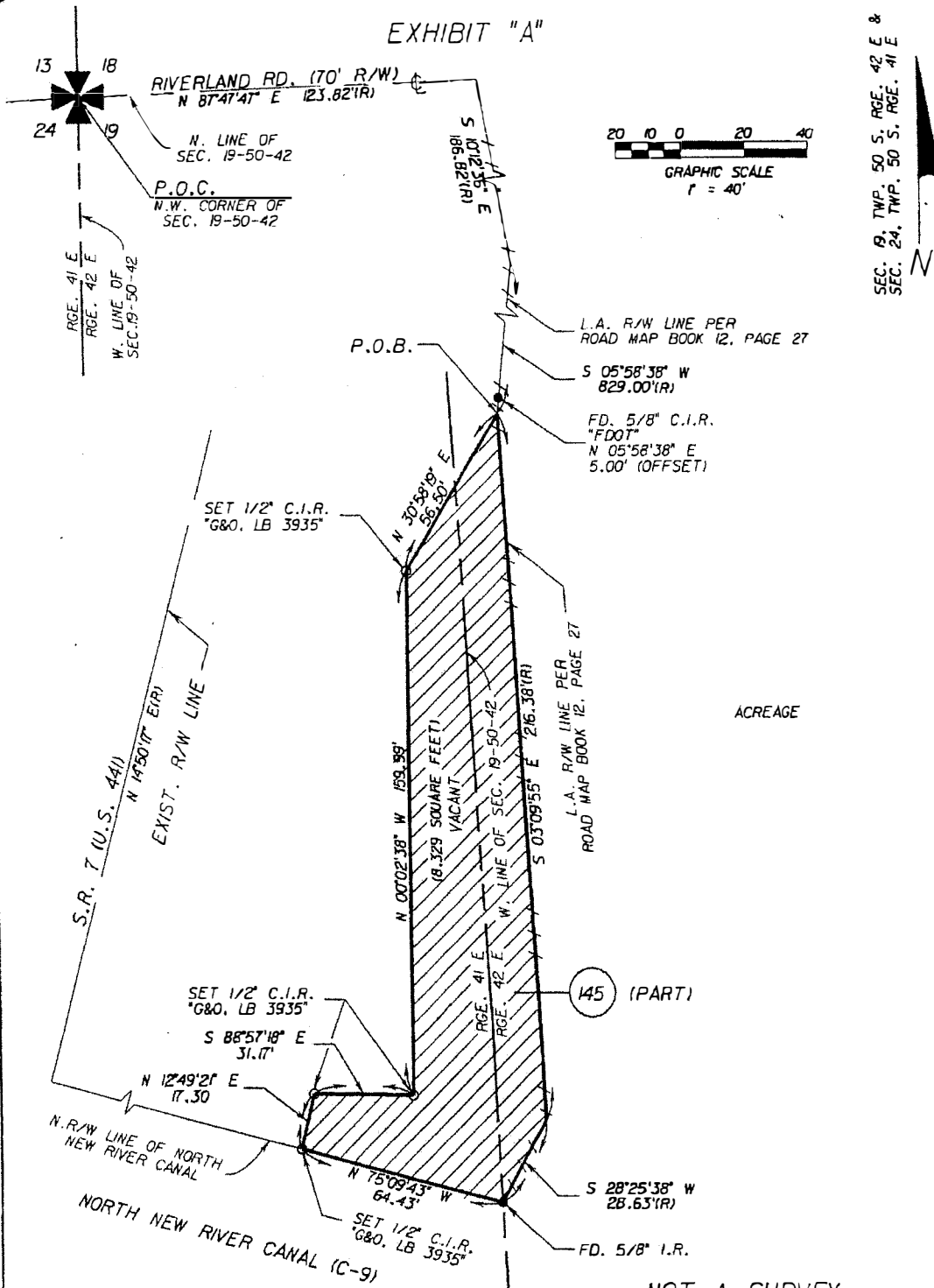
NOT A SURVEY
PARCEL 145 (PART)

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
DISTRICT FOUR
SURVEYING AND MAPPING
3400 WEST COMMERCIAL BLVD.
FORT LAUDERDALE, FLORIDA 33309
(954)777-4550

FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAPPING			
RIGHT OF WAY PARCEL SKETCH			
STATE ROAD NO. 862		BROWARD COUNTY	
BY	DATE	APPROVED BY	DATE
PRELIM	NARANJO SEP. 00		SEP. 00
FINAL	ADLER SEP. 00		
CHECKED	ADLER SEP. 00		
MAPS PREPARED BY GREENHORNE & O'MARA, INC.		FIELD BOOK NO. 5 4318144	
W.P.I. NO. 440795		SCALE: N/A	
F.P. No. 23154015201 SECTION 86095-2403		SHEET 2 OF 2	

REVISION	BY	DATE

EXHIBIT "A"



NOT A SURVEY

PARCEL 145 (PART)

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
DISTRICT FOUR
SURVEYING AND MAPPING
3400 WEST COMMERCIAL BLVD.
FORT LAUDERDALE, FLORIDA 33309
(954)777-4550

SEE SHEET 1 FOR
LEGEND AND NOTES

FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAPPING			
RIGHT OF WAY PARCEL SKETCH			
STATE ROAD NO. 862		BROWARD COUNTY	
PRELIM	BY NARANJO	DATE SEP. 00	APPROVED BY <i>Jeffrey Smith</i> DATE <i>7/24/01</i>
FINAL	BY TIMMENS	DATE SEP. 00	DISTRICT RIGHT-OF-WAY SURVEYOR
CHECKED	BY ADLER	DATE SEP. 00	
MAPS PREPARED BY GREENHORNE & D'NARA, INC.		FIELD BOOK NO. 4318144	
W.P.I. NO. 440795		SCALE: 1"=40'	
F.P. No. 23154015201		SECTION 86095-2403	
REVISION	BY	DATE	SHEET 3 OF 3