

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AIRSPACE AGREEMENT

FORM 575-080-32
RIGHT OF WAY - 05/01
Page 1 of 7

ITEM/SEGMENT NO.: 227874-1/4110739
MANAGING DISTRICT: FOUR
F.A.P. NO.: 9210 001 R
STATE ROAD NO.: A-1-A/17th Str. Cseway.
COUNTY.: Broward
PARCEL NO.: (To be Assigned)

THIS AGREEMENT, made this 12 day of APRIL, 2002, by and between
The City of Fort Lauderdale of 100 North Andrews Avenue, Fort Lauderdale, Florida 33301
(hereinafter called Lessee) and the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, a component agency
of the State of Florida (hereinafter called Department or Lessor).

WITNESSETH:

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

WHEREAS, the United States Department of Transportation, Federal Highway Administration (hereinafter called FHWA), requires any use of airspace above or below the highways' established grade line, lying within the approved right-of-way limits on a Federal Aid System, to be accomplished pursuant to an airspace agreement providing for adherence to all policy requirements in the applicable directive, (23 CFR 710.405), where such are appropriate to the intended use; and

WHEREAS, the Department has acquired sufficient legal right, title and interest in the right of way of A-1-A/17th Street Causeway which includes the property described in exhibit "A" attached hereto and by reference made a part hereof, which right of way is part of a highway on a Federal Aid System; and

WHEREAS, the Department desires to lease the airspace above or below gradeline of the property described in Exhibit "A" to Lessee for the following purpose: access, parking and a "park-like" area

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

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

1. Premises

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

2. Property and Term

The Department does hereby lease unto Lessee the airspace above the lands described in Exhibit "A", attached hereto and made a part hereof, for a period of Twenty (20) years beginning with the date of this Agreement. One renewal of this Agreement may be made for Twenty (20) years. However, except for a public purpose conveyance, such renewal may not exceed five years. Nothing herein shall be construed to in any way grant an interest in the land itself lying below said airspace.

3. Rent

a. Lessee shall pay to the Department as rent each ☐ month ☒ year in advance \$0.00 plus applicable sales tax. When this Agreement is terminated, the unearned portion of any rent and sales tax payment shall be refunded to Lessee. However, no such refund shall be made where termination is due to Lessee's violation of a term or condition of this Agreement.

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

c. All rental payments are to be made by check or money order, payable to the State of Florida Department of Transportation and delivered on or before the due date to: Florida Department of Transportation
R/W Property Management, 3400 West Commercial Boulevard, Fort Lauderdale, Florida 33309-3421

d. Lessee shall be responsible for all state, county, city and local taxes that may be assessed, including real property taxes and special assessments. In the event that no rent is specified herein, then it has been determined that either the use by Lessee is a nonproprietary use by the governmental agency or an exception from the current fair market rental value requirement (23 U.S.C. Section 156) has been obtained for social, environmental and economic mitigation (SEE) purposes. In the event that it should be determined at any time that the use is not a nonproprietary use by a governmental agency or that the SEE exception does not apply or has been revoked, Lessee agrees to pay, at that time, the rent that should have been paid under the fair market rental value requirement as determined by an independent appraiser certified by the Department, and Lessee further agrees to pay such rent, under the terms and conditions of this Paragraph 3, for the remaining term (including renewals) of this Agreement.

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

4. Use, Occupancy and Maintenance

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

b. The Lessee's proposed use of the space is as follows: access, parking and a "park-like" area

c. The general design for the use of the space, including any facilities to be constructed, and the maps, plans, and sketches setting out the pertinent features of the use of the space in relation to the highway facility are set forth in composite Exhibit "B" attached hereto and by this reference made a part hereof. In addition, said composite Exhibit "B" also contains a three-dimensional description of the space to be used, unless the use is of a surface area beneath an elevated highway structure or adjacent to a highway roadway for recreation, public park, beautification, parking of motor vehicles, public mass transit facilities, or other similar uses, in which case, a metes and bounds description of the surface area, together with appropriate plans or cross sections clearly defining the vertical use limits, may be substituted for said three-dimensional description in said composite Exhibit "B".

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

e. The Department, through its duly authorized representatives, employees and contractors, and any authorized FHWA representative, may enter the airspace facility at any time for the purpose of inspection, maintenance, or reconstruction of the highway and adjacent facilities, when necessary; or for the purpose of surveying, drilling, monitoring well installation, 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 occupancy and use of the space shall not be of such as will permit unreasonably objectionable smoke, fumes, vapor or odors to rise above the grade line of the highway.

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

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

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

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

5. Insurance and Indemnification

a. Lessee and its contractors constructing the facility shall at all times during the term of this Agreement (unless a shorter time is specified) maintain such insurance coverage in such amounts as are specified in the Addendum, if any, attached hereto and by this reference made a part hereof. Upon execution of this Agreement by both parties (or upon execution of the construction contract with respect to Lessee's contractors), Lessee shall provide to the Department certificates of insurance showing such coverage to be in effect and showing the Department to be an additional named insured under such policies. Such policies shall provide that the insurance is not cancelable except upon thirty (30) days prior written notice to the Department, and the coverage thereunder shall apply on a primary basis to any other insurance maintained by the Department, its officers, servants, agents and employees. Except with respect to the total limits of liability, the insurance coverage provided shall apply to each insured in the same manner as if separate policies had been issued to each.

b. Lessee shall be solely responsible for the payment of any damages occurring to the highway or any related facilities or structures or to the public for personal injury, loss of life, and property damage which arise out of or relate to the construction, maintenance, or use of the airspace or of the facility existing or to be constructed.

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

Lessee's obligation to indemnify, defend, and pay for the defense or at the Department's option, to participate and associate with the Department in the defense and trial of any claim and any related settlement negotiations, shall be triggered by the Department's notice of claim for indemnification to Lessee. Lessee's inability to evaluate liability or its evaluation of liability shall not excuse Lessee's duty to defend and indemnify within seven days after such notice by the Department is given by registered mail. Only an adjudication or judgment after the final appeal is exhausted specifically finding the Department solely negligent shall excuse performance of this provision by Lessee. Lessee shall pay all costs and fees related to this obligation and its enforcement by the Department. Department's failure to notify Lessee of a claim shall not release Lessee of the above duty to defend.

6. Termination and Revocation

- a. This Agreement may be terminated by the Lessor upon thirty (30) days notice to the Lessee.
- b. It is understood and agreed to by the Lessee that the Department reserves the right to revoke this lease without liability, in the event the Lessee violates any of the conditions of this Agreement and such violation is not corrected within a reasonable time after written notice of noncompliance has been given. In the event the Agreement is revoked and the Department deems it necessary to request the removal of the facilities occupying the space, the removal shall be accomplished by the Lessee in a manner prescribed by the Department at no cost to the Department or the FHWA.
- c. The Lessee must notify the Department of its intention to renegotiate the lease not later than (30) days prior to the expiration of the original lease term, but no earlier than one hundred eighty (180) days prior to the expiration of the original lease term. Lessee's failure to comply with the foregoing notice provision may result in the Department's refusal to renegotiate the lease.
- d. Upon expiration of this Agreement, Lessee shall peaceably surrender and deliver the premises to Lessor, or its agents, in the condition existing at the commencement of this Agreement, (except for the removal of the facility if removal is not requested), normal wear and tear excepted.
- e. If removal of the facility is requested, any such structures or improvements shall be removed by the Lessee at the Lessee's expense by midnight of the day of termination of this Agreement and the land restored as nearly as practicable.
- f. This Agreement is revocable by the Department in the event that the airspace facility ceases to be used or is abandoned.
- g. Lessee acknowledges and agrees that its relationship with Lessor under this Lease is one of Landlord and Tenant and no other relationship either expressed or implied shall be deemed to apply to the parties under this Lease. Termination of this Lease for any cause shall not be deemed a taking under any eminent domain or other law so as to entitle Lessee to compensation for any interest suffered or lost as a result of termination of this Lease, including but not limited to (i) any residual interest in the Lease, or (ii) any other facts or circumstances arising out of or in connection with this Lease.
- h. Lessee hereby waives and relinquishes any legal rights and monetary claims which it might have for full compensation, or damages of any sort, including but not limited to special damages, severance damages, removal costs or loss of business profits, resulting from Lessee's loss of occupancy of the leased 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 leased 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 leased 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 (i) this Lease is still in existence on the date of taking or sale; or (ii) has been terminated prior thereto.

7. Miscellaneous

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

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

1. That as a part of the consideration hereof, Lessee does hereby covenant and agree as a covenant running with the land that (1) no person, on the ground of race, color, sex or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in connection with the construction of any improvements on said lands and the furnishing of services thereon, no discrimination shall be practiced in the selection of employees and contractors, by contractors; and (3) that the Lessee shall use the premises in compliance with all other requirements imposed pursuant to Title 15 Code of Federal Regulations, Commerce and Foreign Trade, Subtitle A, Office of the Secretary of Commerce, Part 8 (15 C.F.R. Part 3), and as said Regulations may be amended.

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

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

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

e. This Agreement constitutes¹⁵ the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.

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

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

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

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

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

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

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

WITNESSES: as to Lessor

John D. Lewis
Signature

John D. Lewis
Name printed

Sandra Burton
Signature

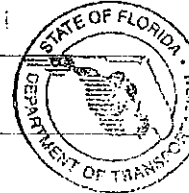
Sandra Burton
Name printed

LESSOR

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: Rick Chesser
District Secretary

Rick Chesser
Name printed



APPROVED AS TO FORM AND LEGALITY:

[Signature]
Office of General Counsel of District

ATTEST: Maria Ertz
Executive Secretary of District

WITNESSES: as to Lessee

Signature

Name printed

Marcella J. Decan
Signature

MARCELLA J. DECAN
Name printed

CITY OF FORT LAUDERDALE

LESSEE

By: [Signature]
Mayor

By: [Signature]
City Manager

[Signature]
(CORPORATE SEAL)

ATTEST: [Signature]
City Clerk

[Signature]
Approved as to form:
City Attorney

AIRSPACE AGREEMENT ADDENDUM

This is an Addendum to that certain Airspace Agreement between The City of Ft. Lauderdale, of 100 North Andrews Avenue, Fort Lauderdale, Florida 33301 and the State Department of Transportation dated the 12 day of APRIL, 2002.

1. Use, Occupancy and Maintenance: The following shall apply:
 - 4.e. If and when possible, Lessor shall endeavor to provide Lessee with 30 days written notice of Lessor's intent to enter upon the airspace lease facility to conduct its activities as set forth in said Agreement.
 - 4.k. Add: If spillage of petroleum products, hazardous or otherwise regulated material occurs within the leased property, Lessee shall be held responsible for performance of and payment for any environmental assessment and remediation that may be necessary. Similarly, if any contamination either spreads to or is released onto adjoining property owned by the Lessor as a result of Lessee's use of the property under lease, Lessee shall be held similarly responsible.

2. The following language shall replace Paragraph 5 of said Agreement:

Lessor acknowledges that Lessee is a governmental entity and is thereby self-insured.

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 lease, 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 lease.

When Lessor receives a notice of claim for damages that may have been caused by Lessee in the performance of services required under this lease, 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 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. Nothing herein shall be interpreted or construed in any way as a waiver of the privileges, protections and immunities afforded Lessee pursuant to Section 768.28, Florida Statutes.

3. Termination and Revocation: The following shall apply:

Notwithstanding the provisions of paragraph 6.a, this Agreement may be terminated by the Lessor upon ninety (90) days notice to the Lessee.

As to 6.c, the word "renew" shall replace "renegotiate" for purposes of this Agreement.
4. Miscellaneous: As to 7.g., Lessor recognizes that Lessee is a governmental entity, therefore this item does not apply.

In addition to the above the following shall apply as it relates to Exhibit "A" and agreements made prior to construction between the Lessee and Lessor:

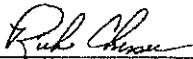
5. As highlighted in Exhibit "B" consisting of eight (8) pages, Lessee shall reserve two pre-designated parking spaces as indicated for Lessor at the west end of the under-deck parking area.
6. The Lessee shall be responsible for any and all maintenance from the outer edge of the right-of-way as indicated and highlighted in Exhibit "B", and more specifically as follows:
 - a. Perform maintenance per District Four (4) Highway Beautification Grant and Maintenance Memorandum of Agreement (DSF) authorized by City of Ft. Lauderdale Resolution No. 97-37.
 - b. The underdeck metered parking is to be installed and maintained at Lessee's cost. The asphalt parking pavement, drainage, curbing, and signing and pavement marking shall also be maintained to the original plans and specifications at the Lessee's cost.
 - c. The City shall be responsible for the removal of graffiti from and refurbishing of any damage to structures resulting from public utilization of this area.
 - d. Maintain lighting per District Four (4) Joint Project Agreement for Highway Lighting (Municipal) authorized by City of Ft. Lauderdale Resolution No. 97-35 for all lighting encompassed within the project/lease area with the exception of the pole-mounted lighting on the bridge bascule and approach spans and any decorative lighting illuminating the piers. (letter of clarification attached).
 - e. In the event of resurfacing, Lessor agrees to resurface the access road only. Lessee shall be responsible to resurface the metered parking areas. Maintenance of the access roadway and metered parking areas shall be the sole responsibility of Lessee per the maintenance agreement.

7 NOTICES:

- a. All notices to Lessee shall be sent to: The City of Fort Lauderdale, Public Services Department, Engineering Division, 100 North Andrews Avenue, 5th Floor, Fort Lauderdale, Florida 33301
- b. All notices to Lessor shall be sent to: Florida Department of Transportation, Property Management, 3400 West Commercial Boulevard, Fort Lauderdale, Florida 33309-3421

LESSOR:
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Date: 4/12/02

By: 
Rick Chesser, P.E. – Secretary-District IV

Reviewed and approved by:

Karen Kameron
Karen Kameron, Senior Attorney

WITNESSES:

Safwan B. Ali
Name: Safwan B. Ali

Marcella J. Deegan
Name: MARCELLA J. DEEGAN

Reviewed and approved by:

Michael J. [Signature]
Attorney for City of Fort Lauderdale
Assistant City Attorney

LESSEE:
CITY OF FORT LAUDERDALE

By: [Signature] Mayor

~~XXXXXX~~ By: [Signature] City Manager

ATTEST:

(CORPORATE SEAL)

[Signature] City Clerk

Underacknowledgment

I certify this to be a true and correct copy of the record of the City of Fort Lauderdale, Florida.

WITNESSETH my hand and official seal of the City of Fort Lauderdale, Florida, this the 9 day of April, 2002
[Signature] Asst City Clerk

RESOLUTION NO. 02-47

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO ENTER INTO AN AIRSPACE AGREEMENT AND ADDENDUM WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION, PROVIDING FOR THE LEASE OF UNDERDECK AREAS OF THE E. CLAY SHAW BRIDGE; AND NAMING THE EASTSIDE UNDERDECK AREA, "BETTY AND SAM SWITZER PLAZA."

WHEREAS, the City of Fort Lauderdale and the Florida Department of Transportation ("FDOT") have been working over the last several years to assure that the new bridge over the Intracoastal Waterway on the 17th Street Causeway is a credit to both agencies upon completion; and

WHEREAS, at its meeting of November 16, 1999, the City Commission of the City of Fort Lauderdale authorized funding for, and agreed to establish a project for improvements to the east and west side underdeck areas of the E. Clay Shaw Bridge (17th Street Causeway Bridge) along the Intracoastal Waterway; and

WHEREAS, at its meeting of October 17, 2000, the City Commission passed Resolution No. 00-149, authorizing the proper City officials to execute a Joint Participation Agreement (JPA) with the Florida Department of Transportation (FDOT), said JPA dated December 20, 2000; and

WHEREAS, the JPA with FDOT provides for the construction of park-like amenities for public access, parking, and facilities at these underdeck areas; and

WHEREAS, the JPA requires that the City enter into a no-cost Lease for the improved property, obligating the City to operate and maintain the public parking and access upon the completion bridge construction; and

WHEREAS, now that the construction of the E. Clay Shaw Bridge has been completed, the City of Fort Lauderdale is prepared to enter into a Airspace Agreement and Addendum with FDOT providing for a twenty (20) year Lease with a twenty (20) year renewal option for the underdeck areas of the E. Clay Shaw Bridge; and

WHEREAS, the City Commission has determined that a public purpose exists, which necessitates the use of the underdeck areas for the operation and maintenance of access, parking and park-like facilities at the underdeck areas; and

WHEREAS, the City and FDOT have determined that it is in their mutual interest to enter into an Airspace Agreement and Addendum for the E. Clay Shaw Bridge Underdeck Areas; and

WHEREAS, in recognition of and appreciation for the significant contributions for the project provided to the City by Sam and Betty Switzer, the City Commission has determined that the eastside underdeck area should be named, "Betty and Sam Switzer Plaza";


NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA:

SECTION 1. That the proper City officials are authorized to enter into an Airspace Agreement and Addendum with the Florida Department of Transportation providing for a twenty (20) year Lease with a twenty (20) year renewal option for the underdeck areas of the E. Clay Shaw Bridge, and further providing for a public purpose use with that use being the operation and maintenance of access, parking and park-like facilities at these underdeck areas.

SECTION 2. That the eastside underdeck area of the E. Clay Shaw Bridge shall be named and referred to as "Betty and Sam Switzer Plaza."

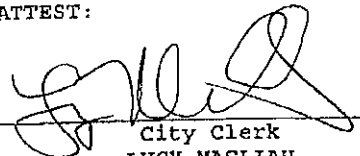
SECTION 3. That the office of the City Attorney shall review and approve as to form all documents prior to their execution by City officials.

ADOPTED this the 19th day of March, 2002.



Mayor
JIM NAUGLE

ATTEST:

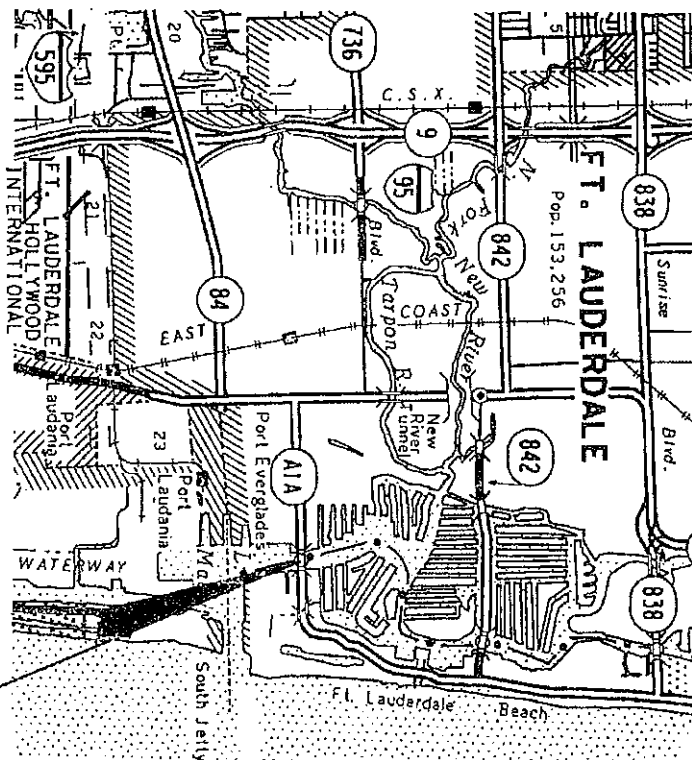


City Clerk
LUCY MASLIAH

L:\COMM2002\RESOS\MAR19\02-47.WPD
Rev. March 12, 2002

02-47

EXHIBIT "A"



LOCATION MAP
SCALE: 1" = 1 MILE

RGE. 42 E.

TWP. 50 S.



NOTES:

1. BEARINGS ARE BASED ON THE GRID BEARING OF S 02°00'28" E BETWEEN TRAVERSE STATION PEH-9 AND TRAVERSE STATION BROW OF THE FLORIDA STATE PLANE COORDINATE SYSTEM TRAVERSE MERCATOR, EAST ZONE. MONUMENTS WERE ESTABLISHED BY THE DEPARTMENT OF THE ARMY FOR THE PORT EVERGLADES HARBOR.
2. INFORMATION SHOWN HEREON IS BASED ON THE FDOT RIGHT OF WAY MAP SECTION NO. 86180-2522 FOR STATE ROAD A-1-A (17TH ST. CAUSEWAY).
3. THIS SKETCH EXISTS SOLELY FOR THE PURPOSE OF ILLUSTRATING THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED.
4. ALL DIMENSIONS ARE CALCULATED UNLESS OTHERWISE NOTED.

LEGEND:

- AC. - ACRES
- B. - BASELINE
- C. - CENTERLINE
- EXIST. - EXISTING
- GOV'T. - GOVERNMENT
- LT. - LEFT
- O.R.B. - OFFICIAL RECORDS BOOK
- (P) - PLAT
- P.B. - PLAT BOOK
- P.O.B. - POINT OF BEGINNING
- RGE. - RANGE
- RT. - RIGHT
- R/W - RIGHT OF WAY
- SEC. - SECTION
- S.R. - STATE ROAD
- STA. - STATION
- SUR. - SURVEY
- TWP. - TOWNSHIP

NOT A SURVEY

FLORIDA DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAPPING

RIGHT OF WAY PARCEL SKETCH

STATE ROAD NO. A-1-A BROWARD COUNTY

BY	DATE	APPROVED BY	DATE
PRELIM	12-14-01		
FINAL	12-14-01		
CHECKED	12-21-01		

MADE PREPARED BY: [Signature] FIELD BOOK NO. 5

W.P.I. NO. 410735/2278741 SCALE: 1" = 1 MILE

SECTION 86180-2522 SHEET 1 OF 4

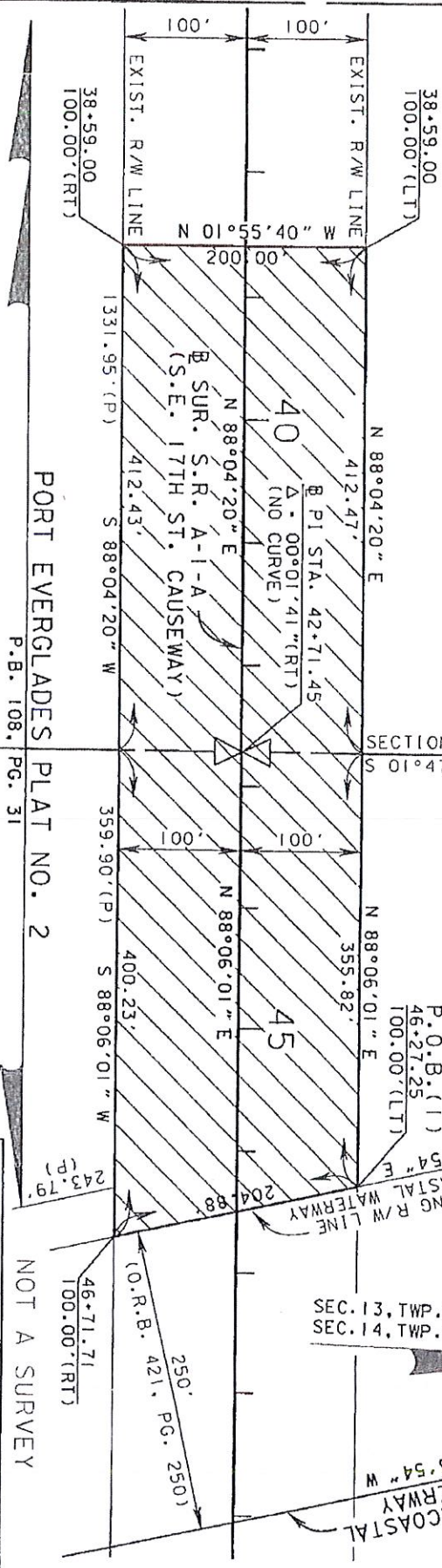
1: [unclear] 1: [unclear]

EXHIBIT "A"

CITY OF FORT LAUDERDALE

GOV'T. LOT 1

GOV'T. LOT 9



PARCEL "A"

HATCHED AREA TO BE LEASED TO THE CITY OF FT. LAUDERDALE. HATCHED AREA IS UNDERLYING S.R. A-1-A (S.E. 17TH ST. CAUSEWAY) BRIDGE.

AREA - 3.629 AC.

PORT EVERGLADES PLAT NO. 2

P.B. 108, PG. 31

NOT A SURVEY

SEC. 13, TWP. 50S., RGE. 42E.
SEC. 14, TWP. 50S., RGE. 42E.

INTRACOSTAL WATERWAY

FLORIDA DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY MAPPING

RIGHT OF WAY PARCEL SKETCH

STATE ROAD NO. A-1-A BROWARD COUNTY

BY	DATE	APPROVED BY	DATE
PRELIM	12-14-01		
FINAL	12-14-01		
CHECKED	12-21-01		
MAPS PREPARED BY			
KEITH B. SCHWARTZ, P.A.			
FIELD BOOK NO. 5			
SCALE: 1" = 100'			
SECTION 86180-2522			
SHEET 2 OF 4			

1:\proj\act\5114912\survey\ps17th.dgn

EXHIBIT "A"

That portion of land underlying State Road A-1-A (S.E. 17th St. Causeway) Bridge, in Sections 13 and 14, Township 50 South, Range 42 East, Broward County, Florida, lying West of and adjacent to the Existing Right of Way for the Intracoastal Waterway, being more particularly described as follows:

BEGIN (1) at the intersection of the westerly Existing Right of Way Line for the Intracoastal Waterway with the Northerly Existing Right of Way Line for S.R. A-1-A (S.E. 17th Street Causeway) according to the Florida Department of Transportation Right of Way map for Section 86180-25222 thence South 14°25'54" East, along said westerly Existing Right of Way Line for the Intracoastal Waterway, a distance of 204.88 feet to a point on the southerly Existing Right of Way Line for said S.R. A-1-A (S.E. 17th St. Causeway); thence South 88°06'01" West, along said southerly Existing Right of Way Line, a distance of 400.23 feet, thence South 88°04'20" West, continuing along said southerly Existing Right of Way Line, a distance of 412.43 feet, thence North 01°55'40" West, a distance of 150.00 feet to a point on said Northerly Existing Right of Way Line; thence North 88°04'20" East, along said Northerly Existing Right of Way Line, a distance of 412.47 feet, thence North 88°06'01" East, continuing along said Northerly Existing Right of Way Line, a distance of 355.02 feet to the POINT OF BEGINNING.

Containing 3.629 acres, more or less.

And

That portion of land underlying State Road A-1-A (S.E. 17th St. Causeway) Bridge, in Section 13, Township 50 South, Range 42 East, Broward County, Florida, lying East of and adjacent to the Existing Right of Way for the Intracoastal Waterway, being more particularly described as follows:

BEGIN (2) at the intersection of the easterly Existing Right of Way Line for the Intracoastal Waterway with the southerly Existing Right of Way Line for S.R. A-1-A (S.E. 17th Street Causeway) according to the Florida Department of Transportation Right of Way map for Section 86180-25222 thence North 14°25'54" West, along said easterly Existing Right of Way Line for the Intracoastal Waterway, a distance of 208.92 feet to a point on the southerly Existing Right of Way Line for said S.R. A-1-A (S.E. 17th St. Causeway); thence South 88°06'01" West, along said southerly Existing Right of Way Line, a distance of 408.46 feet, thence South 88°04'20" West, continuing along said southerly Existing Right of Way Line, a distance of 139 feet, thence South 88°06'01" West, continuing along said southerly Existing Right of Way Line, a distance of 154.73 feet to the POINT OF BEGINNING.

Containing 2.724 acres, more or less.

All containing 6.353 acres, more or less.

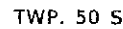
I hereby certify that to the best of my knowledge and belief the attached legal description of the area is true, based on the City of Fort Lauderdale, as shown on the Right of Way Parcel Sketch for State Road A-1-A (S.E. 17th St. Causeway), Item Segment No. 2278741, Section No. 86180-25222 is true, accurate and was prepared under my direction.

I, Keith B. Schnars, P.A., the Florida Board of Professional Surveyors & Mappers Standard as set forth by the Florida Statutes.

REVISION	BY	DATE

<p>FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAPPING</p>			
<p>STATE ROAD NO. A-1-A BROWARD COUNTY</p>			
DATE	BY	APPROVED BY	DATE
12-14-01	W.P.J.	<i>[Signature]</i>	12-14-01
12-14-01	W.P.J.	<i>[Signature]</i>	12-14-01
12-21-01	W.P.J.	<i>[Signature]</i>	12-21-01
CHECKED D.K.L.		DISTRICT ENGINEER	
W.P.J. NO. 2110739/2278741		SCALE: 1" = 100'	
SECTION 86180-2522		SHEET 4 OF 4	

1:1 Projected NAD 83 UTM Zone 18N



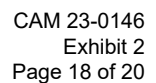
NOT A SURVEY

STATE ROAD NO. A-1-A				BROWARD COUNTY	
BY	DATE	RETAINED BY:	DATA SOURCE:		
		FOOT DISTRICT 4	N/A		
DRAWN	03-18-16				
CHECKED	03-18-16	F. P. NO. N/A	SECTION 86180-2522 SHEET 1 OF 4		
BY	DATE				
DIVISION					

1. BEARINGS ARE BASED ON THE GRID BEARING OF S 02°00'28" E BETWEEN TRAVERSE STATIONS PEH-9 AND TRAVERSE STATION BROW OF THE FLORIDA STATE PLANE COORDINATE SYSTEM TRANSVERSE MERCATOR, EAST ZONE. MONUMENTS WERE ESTABLISHED BY THE DEPARTMENT OF THE ARMY FOR THE PORT EVERGLADES HARBOR.
2. INFORMATION SHOWN HEREON IS BASED ON THE FDOT RIGHT OF WAY MAP SECTION NO. 86180-2522 FOR STATE ROAD A-1A (17TH ST. CAUSEWAY).
3. THIS SKETCH EXISTS SOLELY FOR THE PURPOSE OF ILLUSTRATING THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED.
4. ALL DIMENSIONS ARE CALCULATED UNLESS OTHERWISE NOTED.

LEGEND:

B.	= BASELINE	PG. = PAGE
C.	= CENTERLINE	POB = POINT OF BEGINNING
Δ	= DELTA	POC = POINT OF COMMENCEMENT
EXIST.	= EXISTING	RGE. = RANGE
GOV'T.	= GOVERNMENT	RT = RIGHT
LT	= LEFT	R/W = RIGHT OF WAY
NTS	= NOT TO SCALE	SEC. = SECTION
O.R.B.	= OFFICIAL RECORDS BOOK	S.R. = STATE ROAD
(P)	= PLAT	STA. = STATION
P.B.	= PLAT BOOK	TWP. = TOWNSHIP



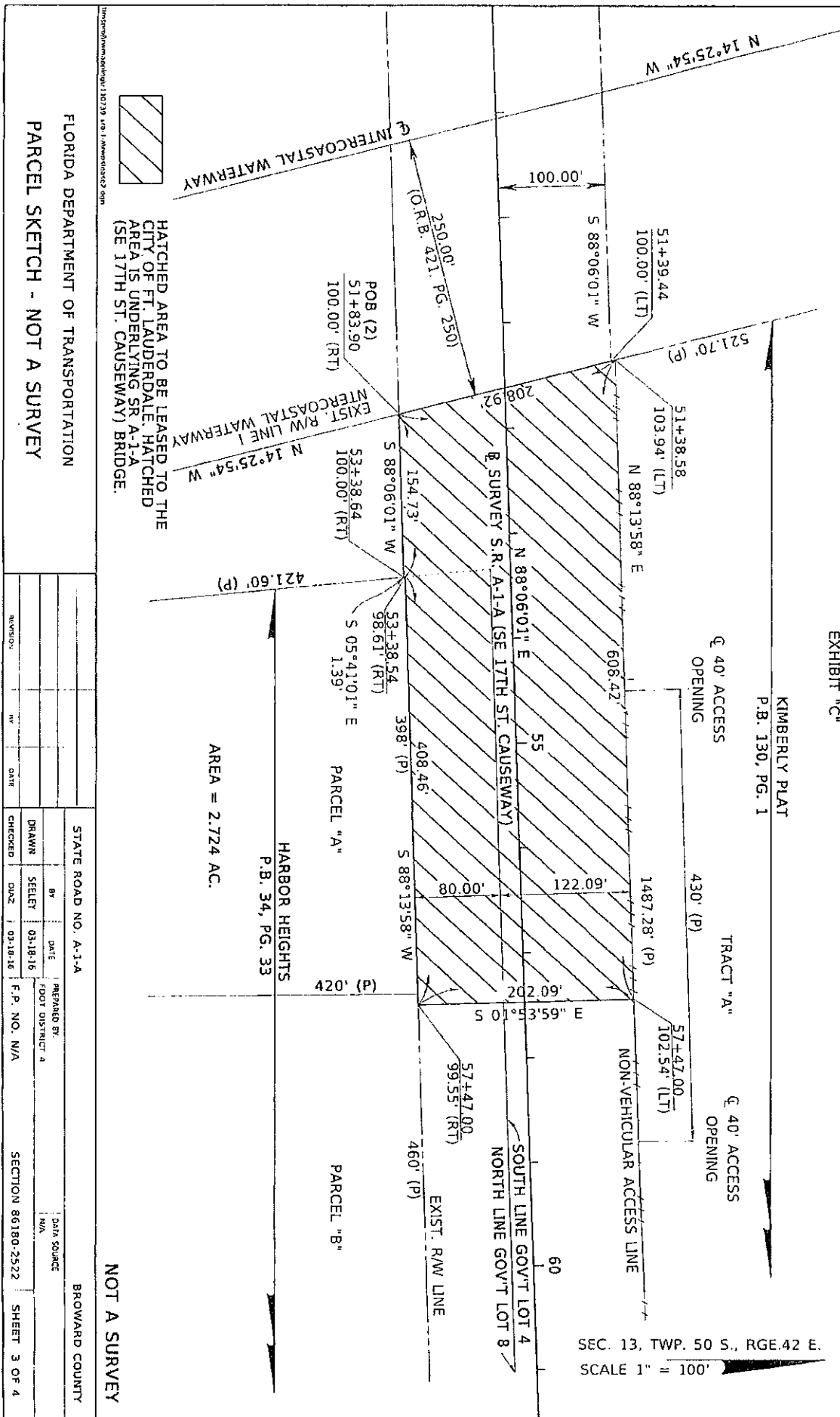


EXHIBIT "C"

That portion of land underlying State Road A-1-A (SE 17th St. Causeway) Bridge, in Sections 13 and 14, Township 50 South, Range 42 East, Broward County, Florida, lying west of and adjacent to the Existing Right of Way for the Intercoastal Waterway, being more particularly described as follows:

BEGIN (1) at the intersection of the westerly Existing Right of Way line for the Intercoastal Waterway with the northerly Existing Right of Way line for SR A-1-A (SE 17th Street Causeway) according to the Florida Department of Transportation Right of Way map for Section 86180-2522; thence South 00°29'39" West, 44.00 feet; thence North 89°30'21" West, 3.00 feet; thence South 00°29'39" West, 42.00 feet; thence South 89°30'21" East, 3.00 feet; thence South 00°29'39" West, 114.03 feet to a point on the southerly Existing Right of Way line for said SR A-1-A (17th St. Causeway); thence South 88°06'01" West, 347.60 feet along said southerly Existing Right of Way line; thence South 88°04'20" West, 412.43 feet continuing along said southerly Existing Right of Way line; thence North 01°55'40" West, 200.00 feet to a point on said northerly Existing Right of Way line; thence North 88°04'20" East, 412.47 feet along said northerly Existing right of way line; thence North 88°06'01" East, 355.82 feet continuing along said northerly Existing Right of Way line to the POINT OF BEGINNING.

Containing 3.506 acres, more or less.

And

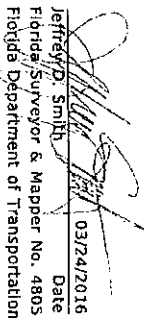
That portion of land underlying State Road A-1-A (SE 17th St. Causeway) Bridge, in Section 13, Township 50 South, Range 42 East, Broward County, Florida, lying East of and adjacent to the Existing Right of Way for the Intercoastal Waterway, being more particularly described as follows:

BEGIN (2) at the intersection of the easterly Existing Right of Way line for the Intercoastal Waterway with the southerly Existing Right of Way line for SR A-1-A (SE 17th Street Causeway) according to the Florida Department of Transportation Right of Way map for Section 86180-2522; thence North 14°25'54" West, 208.92 feet along said easterly Existing Right of Way line for the Intercoastal Waterway to a point on the northerly Existing Right of Way line for said SR A-1-A (SE 17th St. Causeway); thence North 88°13'58" East, 608.42 feet along said northerly Existing Right of Way line; thence South 01°53'59" East, 202.09 feet to a point on the southerly Existing Right of Way line for SR A-1-A (SE 17th St. Causeway); thence South 88°13'58" West, 408.46 feet along said southerly Existing Right of Way line; thence South 05°41'01" East, 1.39 feet; thence South 88°06'01" West, 154.73 feet continuing along said southerly Existing Right of Way line to the POINT OF BEGINNING.

Containing 2.724 acres, more or less.

All containing 6.230 acres, more or less.

I hereby certify that the sketch and legal description was prepared under my direction and that said sketch and legal description is in compliance with the Standards of Practice as set forth by the Florida Board of Professional Surveyors & Mappers, in Chapter 51-17.050-052 Florida Administrative Code pursuant to Section 472.027, Florida Statutes.

 03/24/2016
Date
Jeffrey D. Smith
Florida Surveyor & Mapper No. 4805
Florida Department of Transportation

This sketch and legal description or the copies thereof is not valid without the signature and original raised seal of Florida licensed surveyor and mapper.

NOT A SURVEY

FLORIDA DEPARTMENT OF TRANSPORTATION PARCEL SKETCH - NOT A SURVEY		STATE ROAD NO. A-1-A DRAWN BY: SEELEY DATE: 03-18-16 CHECKED: GAZ DATE: 03-18-16 F.P. NO. N/A		BROWARD COUNTY DATA SOURCE: N/A SECTION 86180-2522 SHEET 4 OF 4	
REVISION 3-	DATE	DRAWN SEELEY	DATE 03-18-16	CHECKED GAZ	DATE 03-18-16