

THIS INSTRUMENT PREPARED BY
AND RETURN TO:

Tania Marie Amar, Assistant City Attorney
City of Fort Lauderdale
P.O. Drawer 14250
Fort Lauderdale, FL 33302-4250

AIR RIGHTS LICENSE AGREEMENT

(Pedestrian Overpass)

THIS AGREEMENT is entered into as of _____, 2018, by and between the CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida, its successors and assigns ("**City**") and Las Olas Walk Owner, LP, a limited partnership organized under the laws of the State of Delaware, its successors and assigns ("**Developer**").

WITNESSETH:

WHEREAS, the City Commission of the City authorized the proper City officials to execute this Agreement pursuant to motion approved at its meeting of _____.

WHEREAS, S.E. 2nd Street, located in Fort Lauderdale, Florida, is an existing public road right-of-way, legally described on Exhibit A attached hereto and made a part hereof ("**ROW**"); and

WHEREAS, Developer is the owner and developer of certain real property lying adjacent to the ROW upon which Developer intends to construct a multifamily residential development with related facilities, as legally described on Exhibit B attached hereto and made a part hereof (the "**Developer Property**"); and

WHEREAS, pursuant to the plans approved pursuant to DRC Case Nos. R16058, R16059, PRW17023, Developer intends to develop the Developer Property as more particularly described therein ("**Approved Development Plan**"); and

WHEREAS, in connection with the Approved Development Plan, Developer desires to obtain and City desires to grant Developer an exclusive air rights license ("**Air Rights License**") to permit Developer to construct, maintain, repair and/or replace certain pedestrian bridges connecting the buildings within the residential development ("**Pedestrian Bridges**") over and across the ROW within the areas legally described on Exhibit C and shown on Exhibit C-1, each such exhibits being attached hereto and made a part hereof ("**Air Rights License Area**"); and

WHEREAS, at its meeting of October 26, 2017, the City's Property and Right of Way Committee recommended approval of the Pedestrian Bridges subject to Developer securing all

necessary permits and approvals required by governmental regulatory agencies having jurisdiction over the Developer Property and the Pedestrian Bridges; and

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Recitals.** The above recitals are true, complete and correct and are hereby incorporated herein by this reference.

2. **Defined Terms.** The following terms, as used and referred to herein, shall have the meaning as set forth below, unless the context indicates otherwise.

Association means the property owner's condominium association created by Developer, if any, in connection with the residential development.

Bond means a demolition bond conforming to Chapter 255, Florida Statutes, as applicable, underwritten by a surety reasonably acceptable to the City in an amount equal to one hundred percent (100%) of the cost of the applicable portion of the Pedestrian Bridges (including all site work and vertical construction related to the Pedestrian Bridges). The purpose of the demolition bond is to permit the City to demolish the Pedestrian Bridges, in whole or in part, in the event that construction of the Pedestrian Bridges is not completed by the construction timeline outlined in Section 5(h) of this Agreement or if this Agreement is terminated pursuant to Section 17 of this Agreement.

Day(s) means, in computing any period of time expressed in day(s) in this Agreement, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. When the period of time prescribed or allowed is less than seven (7) days, intermediate Saturdays, Sundays, and legal holidays shall be excluded in the computation.

Effective Date means the effective date of this Agreement, which shall be the date upon which both parties have fully executed this Agreement as evidenced by the date written on the first page of this Agreement.

Person means any individual, firm, partnership (general or limited), corporation, company, association, joint venture, joint stock association, estate, trust, business trust, cooperative, limited liability corporation, limited liability partnership, limited liability company or association, or body politic, including any heir, executor, administrator, trustee, receiver, successor or assignee or other person acting in a similar representative capacity for or on behalf of such Person.

Term means a period of fifty (50) years from the Effective Date hereof with an automatic renewal for successive periods of five (5) year anniversary thereof, unless sooner terminated as hereinafter provided.

3. **Representations.** Developer represents and warrants to City the following:

- (a) that it is the fee simple owner of the Developer Property;
- (b) that it is an entity authorized to do business in the State of Florida;
- (c) that it has adequate financial resources to construct the Pedestrian Bridges within the Air Rights License Area and that it has adequate financial resources to perform all other obligations imposed by this Agreement;
- (d) that it has the requisite business skill and ability to perform the obligations imposed upon it by this Agreement;
- (e) that it shall obtain all of the permits and approvals from all applicable governmental agencies having jurisdiction over the Developer Property and the construction and operation of the Pedestrian Bridges from the City or any other regulatory agency having jurisdiction over the Developer Property and the ROW; and
- (f) that it shall not bargain, sell, transfer or assign the Developer Property, except in conjunction with an assignment of all its rights and obligations under this Agreement or in conjunction with an assignment of all of Developer's rights and obligations under this Agreement to the Association.

4. **Grant of Air Rights License.** During the Term, City hereby grants to Developer for the benefit of the Developer Property an exclusive Air Rights License for the purposes of constructing, maintaining, repairing and/or replacing the Pedestrian Bridges connecting certain buildings within the residential development within the Air Rights License Area and for use as pedestrian passageways as shown on the Approved Development Plan and as more particular described in this Agreement, subject to the terms and conditions of this Agreement. Developer hereby accepts the Air Rights License Area in "as is" condition.

5. **Construction of Improvements.** The Pedestrian Bridges within the Air Rights License Area shall be constructed and maintained as follows:

Developer shall construct the Pedestrian Bridges in accordance with the following terms and conditions:

- (a) Developer has prepared site plans, construction plans and specifications for the Pedestrian Bridges as described in the Approved Development Plan and those plans and specifications described as follows:

Site plans prepared by Flynn Engineering Services, as part of DRC Case No. PRW17023 have been provided. Additionally, Developer shall provide approved structure and specifications of the Pedestrian Bridges to be incorporated by reference (collectively, the "**Plans and Specifications**"). The Plans and Specifications shall be approved in accordance with the laws, regulations and rules of all governmental entities with jurisdiction over the construction and

maintenance of the Pedestrian Bridges. Detailed construction drawings are to be provided at the time of permitting. The Plans and Specifications shall be approved by the Building Division and City Engineer and placed and remain on file in the Office of the City Engineer.

(b) Developer shall obtain all applicable building permits, engineering permits and approvals for the construction of the Pedestrian Bridges and construct same concurrently with the construction of the residential development on the Developer Property. Developer shall obtain a separate Revocable License to close the SE 2nd Street right-of-way prior to constructing the Pedestrian Bridges. Developer agrees to complete construction of the Pedestrian Bridges on or before the issuance of a Certificate of Occupancy for the last building shown on the Approved Development Plan. Failure to complete construction within the aforementioned period of time may be treated as a default by Developer and the default, termination and remedies provisions of this Agreement shall take effect.

(c) Developer shall be responsible for all costs and fees associated with the planning, permitting and construction of the Pedestrian Bridges.

(d) Developer agrees that it will replace any and all public improvements which are damaged as a result of the construction by Developer associated with the Approved Development Plan including, but not limited to, construction of the Pedestrian Bridges, to its original condition utilizing the same quality of materials and workmanship as approved by the City Engineer.

(e) Developer shall obtain and furnish to City a Bond in a form, content and amount reasonably acceptable to City and payable to City, from a surety company having at least an A- Best's Policy holder's rating and a Class VII Best's Financial Size Category. A cost estimate and breakdown shall be signed and sealed by the engineer or architect of record. The amount of the Bond shall be as approved by the City Engineer. Developer agrees to deliver or cause to be delivered the form of the Bond to be provided and any other documentation requested by City reasonably necessary to show that Developer has the ability to meet the requirements of providing the Bond as provided herein, at least thirty (30) days prior to the issuance of the engineering permit or other right of way permit or approval required for the construction of the Pedestrian Bridges. City shall notify Grantee in writing in the event the Bond is not acceptable to City within fifteen (15) days of the City's receipt of same specifying the defects. City's approval of the Bond will not be withheld unreasonably.

In the event that Developer's lender requires a payment and performance bond, there shall be a dual obligee with City as a named beneficiary.

(f) If completed, Developer agrees to correct any defective or faulty work or materials which appear within one (1) year after completion of the Pedestrian Bridges.

(g) Developer anticipates construction of the Pedestrian Bridges to begin in or around the fourth quarter of 2018 and to be completed by December 31, 2019. Developer shall seek approval from the City Engineer for any extensions due to delays in construction and/or completion timeline. Such extension shall not be unreasonably withheld.

(h) At the completion of the construction of all improvements located on, under or over the Air Rights License Area, Developer shall submit to City (i) a signed and sealed statement from the Architect of record affirming that construction was in substantial conformance to the permitted set, (ii) a revised permit set, if and as needed, to reflect any substantive changes that were made during construction, and (iii) a statement from a professional surveyor affirming that the bridges were constructed within the Air Rights License Area.

(i) City hereby approves the location of that portion of the Pedestrian Bridges located within the Air Rights License Area. The Pedestrian Bridges located in the Air Rights License Area shall be the property of the Developer.

6. **Compliance with Regulations of Public Bodies.** Developer shall, at its own cost and expense, construct, operate, maintain and repair the Pedestrian Bridges and perform such acts and do such things as shall be lawfully required by any public body having jurisdiction over the Developer Property and the Air Rights License Area in order to comply with health and sanitary requirements, fire hazard requirements, zoning requirements, building code requirements, City of Fort Lauderdale engineering standards, environmental requirements and other similar regulatory requirements.

7. **Inspection.** Developer or its agents, servants, employees, and officials shall have the right to enter the Pedestrian Bridges at all reasonable hours for the purpose of inspecting the same, or for any other purposes not inconsistent with the terms or spirit of this Agreement.

On a periodic annual basis, after a hurricane, act of God, acts of the public enemy, wars, blockades, epidemics, earthquakes, storms, floods, explosions, strikes, labor disputes, work stoppages, riots, insurrections, breakage or accident to machines or lines or pipe or mains, and upon demand by the City of Fort Lauderdale, Developer or its agents, servants, employees, and officials shall be required to have an engineer licensed in the State of Florida perform a physical inspection, including but not limited to all structural components, plumbing, life safety, electrical, heating and air conditioning systems and mechanical equipment as well as any and all structural trade fixtures, of the Pedestrian Bridges and any alterations or modifications within the Pedestrian Bridges in order to make sure that exterior components, cladding, and façade materials are secure and there is no danger or risk to pedestrians below and to identify relevant useful life and whether replacement and/or capital improvements are needed in order for such improvements to be maintained in accordance with the requirements of this Agreement (“Capital Improvement Requirements”). Developer shall furnish City with a copy of the report within ninety (90) days of completion. In the event that such engineering report determines that Capital Improvement Requirements are required to be performed, then the Developer agrees that it shall perform such Capital Improvement Requirements, within the time parameters recommended in such Capital Improvement Report. A Capital Improvement Report prepared by an engineer licensed in the State of Florida no more than twelve (12) months before the due date herein shall also satisfy the report required under this section. An engineering permit shall be required if Developer or its agents, servants, employees, and officials are completing inspections from the ground level.

8. **Repairs and Maintenance.**

(a) Developer shall, at its own cost and expense, at all times cause the Pedestrian Bridges to be maintained in good condition and repair. Developer shall cause the

Pedestrian Bridges and Air Rights License Area to be adequately lighted, safely and securely maintained, repaired, cleaned, and free of rubbish and other hazards to persons using the Pedestrian Bridges. Developer further covenants and agrees, to make or cause to be made any and all repairs or replacements, ordinary or extraordinary, structural or otherwise, necessary to keep in good physical order, appearance and condition the Pedestrian Bridges, inside and outside, including but not limited to, repairs to and replacement of structural connections to buildings and supports, walls, roofs, floors, ceilings, external components, cladding and facades, wires or conduits for electricity, and fixtures. All repairs and replacements shall be at least of equal quality and class to the original work and shall be approved by the Building Division and City Engineer. When making such repairs, replacements and maintenance Developer shall obtain Building permits and comply with all laws, ordinances, codes, regulations and State and City Engineering standards then in effect.

(b) In the event Developer or any property owner within the Developer Property damages any utilities or other City improvements located within the Air Rights License Area, Developer shall be responsible for the cost of City to repair and restore the improvements or any part thereof so damaged. At City's option, Developer shall be required to commence such repairs or City shall commence such repairs and if City commences such repairs, Developer shall be required to immediately post a bond or cash payable to City in an amount estimated by City to be the cost of such repair.

9. **Emergencies.** In the event of an emergency, notice shall be provided to the Developer's emergency contact person:

Kyle Clayton
200 E Broward Boulevard, Suite 1200
Fort Lauderdale, FL 33301
Tel: 954-779-7950
Email: KRC@Zomusa.com

If an emergency situation arises with respect to the Pedestrian Bridges or any condition thereof presents an imminent threat to the health or safety of persons or property, the City shall make reasonable efforts to provide telephone notice to the contact person. If, following that notice, the Developer fails to take timely action to correct the emergency situation, and allowing the emergency situation to continue would pose an imminent threat to health or safety to persons or property, City may undertake such limited actions as are necessary to eliminate the emergency; and City shall be entitled to recover its costs of cure from Developer in accordance with provisions hereof.

10. **Alterations.** Developer may, at its sole cost and expense, at any time and from time to time, make such changes, alterations, replacements, improvements or additions in and to the Pedestrian Bridges and the structures and improvements thereon, including the demolition of any structure and improvements or structures that hereinafter may be situated or erected, provided, however, that the plans and specifications for any such change, alteration, replacement, improvement or addition shall be approved in the same manner as the initial plans for construction were approved and as required by this Agreement. Improvements, changes or alterations to the Pedestrian Bridges may only be made with the prior approval of the City Engineer.

11. **License Fee:** Prior to the issuance of a Certificate of Occupancy for the last building shown on the Approved Development Plan, Developer shall make a non-refundable payment to the City in the amount of fifty-thousand and 00/100 dollars (\$50,000.00) as consideration for the City entering into this Agreement.

12. **Taxes, Assessments; Operating Costs and Utility Charges.**

(a) Developer shall pay or cause to be paid all real estate taxes, assessments and other similar payments, usual or unusual, extraordinary as well as ordinary, which shall during the Term be imposed upon, become due and payable or become a lien upon the Air Rights License Area and the Pedestrian Bridges, if any, but specifically limited to such taxes or assessments which accrue after the Effective Date hereof, by virtue of any present or any future law of the United States of America or of the State of Florida or of any county or municipal authority. Developer shall, upon request, exhibit receipt for such payments to the City annually. Further, subject to subparagraph (b) below, as of the Effective Date hereof, Developer shall pay or cause to be paid all operating expenses, such as those for heat, light, electricity, charges for water and sewer, and all costs attributable to the maintenance and operation of the Pedestrian Bridges.

(b) The Developer shall have the right to review, by legal proceedings, any taxes, assessments or other charges imposed upon it. If any such taxes, assessments or other charges shall be reduced, canceled, set aside or to any extent discharged, the Developer shall pay the amount that shall be finally assessed or imposed against the Air Rights License Area or the Pedestrian Bridges or adjudicated to be due and payable on any disputed or contested items.

(c) If, as a result of any legal proceedings pursuant to the provisions of subparagraph (b) hereof, there is any reduction, cancellation, setting aside or discharge of any tax or assessment, the refund shall be payable to Developer, and if such refund be made to the City, then and in that event the City shall regard such refund as held in trust for the benefit of Developer and shall immediately pay over the same to the Developer. The term "legal proceedings" as used in this Paragraph shall be construed to include appropriate appeals from any judgments, decrees or orders, and certiorari proceedings.

(d) Developer agrees to promptly pay when due all operating, construction, maintenance and servicing charges, expenses and costs, including telephone, gas, electricity, cable, telecommunications, water, sewer, sewer connection, and all other expenses incurred in the use and operation of the Pedestrian Bridges. The accrual of utilities and operating costs under this subparagraph prior to termination of the Agreement shall survive the termination of the Agreement.

13. **Liens Against the Pedestrian Bridges and Air Rights License Area.** Except as may be expressly provided otherwise herein, and except for that certain mortgage from PNC Bank, recorded as Instrument #114835096 in the Public Records of Broward County, Florida, Developer shall have no power or authority to incur any indebtedness giving a right to a lien of any kind or character upon the right, title and interest of City in and to the Pedestrian Bridges and Air Rights License Area and no Person shall ever be entitled to any lien, directly or indirectly derived through or under the Developer, or its agents, servants, employees, contractors

or officers or on account of any act or omission of said Developer, which lien shall be superior to City's right, title and interest in and to the Pedestrian Bridges and Air Rights License Area. All Persons contracting with the Developer, or furnishing materials or labor to said Developer, or to its agents or servants, as well as all Persons shall be bound by this provision of the Agreement. Should any such lien be filed, Developer shall discharge the same within thirty (30) days following receipt of notice of such lien, by paying the same or by filing a bond, or otherwise, as permitted by law. Developer shall not be deemed to be the agent of City, so as to confer upon a laborer bestowing labor upon the Pedestrian Bridges and Air Rights License Area, or upon a materialman who furnishes material incorporated in the construction and improvements upon the foregoing, a construction lien pursuant to Chapter 713, Florida Statutes or an equitable lien upon the City's right, title and interest in and to the foregoing. These provisions shall be deemed a notice under Section 713.10(1), Florida Statutes of the "non-liability" of the City.

14. **Damage and Destruction.** If during the term of this Agreement the structure or improvements owned by Developer within the Air Rights License Area shall be damaged, destroyed or deteriorated in whole or in part by fire, casualty, obsolescence, failure to maintain or any other cause, and whether or not such destruction or damage is covered by any insurance policy, Developer shall give to City immediate notice thereof, and Developer shall:

(a) seek the necessary permits and approvals from City and any other regulatory agency with jurisdiction over the Air Rights License Area to repair, replace and rebuild the same or cause the same to be repaired, replaced or rebuilt as nearly as possible to their original condition; or

(b) to the extent that such destruction or damage affected the structures and improvements of the Air Rights License Area, or any part thereof, if Developer elects to remove such structures and improvements, or any part thereof, Developer shall seek the necessary permits and approvals from City and any other regulatory agency with jurisdiction over the Air Rights License Area to promptly replace said structures and improvements with new structures and improvements having the same general character and conditions (as nearly as may be possible under the circumstances) as the structures and improvements originally constructed; or seek the approval of City to remove the Pedestrian Bridges without replacement. All such repair, restructure and replacement shall be hereafter referred to as "Restoration". The cost of Restoration shall be paid solely by Developer.

15. **Insurance.** At all times during the Term of this Agreement, the Developer, or Contractor as appropriate during the term of construction, at its expense, shall keep or cause to be kept in effect the following:

(a) Commercial Property insurance coverage, including coverage no less than the most recent ISO Special Risk Form, and including loss by windstorm. Coverage must include loss to the structures, improvements, fixtures and machinery contained within the Air Rights License Area in an amount not less than one hundred percent (100%) of its full replacement value. The deductible shall be no more than five percent (5%) of the value of the structure.

(b) Workers' Compensation and Employer's Liability insurance coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City and the City's officers, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC00 03 13 Waiver of our Right to Recover from Others or equivalent. The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

(c) Liability insurance coverage must be afforded with policy with limits not less than:

- \$5,000,000 each occurrence and \$5,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$5,000,000 each occurrence and \$5,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

The City and the City's officers, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City or the City's officers, employees, and volunteers.

(d) With the exception of Workers' Compensation and Commercial Liability coverage, all such insurance to be provided by Developer herein shall name the Developer and City as insureds as their respective interests may appear. The Commercial Property Policy shall include the City's interest as a loss payee. All such policies of insurance shall also provide for the adjustment of claims under such policies by Developer.

(e) Any and all net insurance proceeds received by or on account of Developer related to the Pedestrian Bridges, as the case may be, shall be deposited by Developer in an interest bearing trust fund for the benefit of Developer and City, and said funds shall be used for the purpose of reconstruction or repair, as the case may be, of any of the structures or improvements within the Air Rights License Area so damaged or destroyed. Such reconstruction and repair work shall be done in strict conformity with all applicable building and zoning codes and regulations or standards promulgated by any governmental agency having jurisdiction over the Air Rights License Area. Should the cost of reconstruction or repair exceed the amount of funds available from the proceeds of such insurance policy, then, and in such event, such funds

shall be used as far as the same will permit in paying the cost of said reconstruction or repair, and any difference shall be paid by Developer.

(f) Developer shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in the Agreement. From time to time, Developer shall procure and pay for renewals of insurance required herein before it expires. Developer shall deliver to City evidence of insurance coverage at least twenty (20) days before the existing policy expires. All of the policies of insurances provided for in this Agreement:

(1) shall be in the form and substance approved by the Insurance Department of the State of Florida ("**DOI**");

(2) shall be issued only by companies licensed by DOI;

(3) shall be with a carrier having an AM Best's Rating of not less than A-, Class VII;

(4) shall bear endorsements showing the receipt by the respective companies of the premiums thereon or shall be accompanied by other evidence of payment of such premiums to the insurance companies, including evidence of current annual payment, if on any installment payment basis; and

(5) shall provide (i) that they may not be canceled by the insurer for thirty (30) days after service of notice of the proposed cancellation upon City and shall not be invalidated as to the interest of City by any act, omission or neglect of Developer, (ii) in the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Developer to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder, (iii) that the City shall be named as an Additional Insured on all liability policies as its respective interests may appear, with the exception of workers' compensation, and (iv) a waiver of subrogation as to Developer's claims against City.

In any case where the original policy of any such insurance shall be delivered to the Developer, a duplicate original of such policy shall thereupon be delivered to City. All insurance policies shall be renewed by Developer and certificates evidencing such renewals, bearing endorsements or accompanied by other evidence of the receipt by the respective insurance companies of the premiums thereon, shall be delivered to City, at least twenty (20) days prior to their respective expiration dates. The City reserves the right to suspend the Agreement until this requirement is met.

(g) The obligation of collection upon the insurance policies furnished and provided for by Developer shall be upon Developer, but City shall cooperate in such collection (but without expense to City) in such reasonable degree as may be requested by Developer.

(h) Until the expiration or sooner termination of this Agreement, title to and ownership of any structures or improvements situated or erected by the Developer within the Air Rights License Area and the structure, equipment and other items installed by Developer thereof and any alterations, changes or additions thereto, shall remain with Developer. Subject to the provisions of the Internal Revenue Code, City agrees that Developer, as between City and Developer, shall be entitled to the tax deduction for depreciation for any structure or structures, equipment or other items, improvements, additions, changes or alterations which Developer constructs and installs.

16. **Indemnity.** The Developer shall protect, defend, indemnify and hold harmless the City, its officers, employees and agents from and against any and all lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges and other expenses (including attorneys' fees) or liabilities of every kind, nature or degree, actually incurred by City and arising out of or in connection with the rights, responsibilities and obligations under this Agreement, the grant by the City of the Air Rights License, the City's permit for the construction of the Pedestrian Bridges, the location, construction, repair, maintenance use or occupancy of same, or the breach or default by Developer of any covenant or provision of this Agreement except for any occurrence arising out of or resulting from the intentional torts or negligence of the City, its officers, agents and employees. Without limiting the foregoing, any and all such claims, suits, causes of action relating to personal injury, death, damage to property, defects in construction, rehabilitation or restoration of the Pedestrian Bridges, alleged infringement of any patents, trademarks, copyrights or of any other tangible or intangible personal or real property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, is included in the indemnity. The Developer further agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and agrees to bear all other costs and expenses related thereto even if the claim is groundless, false or fraudulent and if called upon by the City, Developer shall assume and defend not only itself but also the City in connection with any claims, suits or causes of action, and any such defense shall be at no cost or expense whatsoever to City, provided that the City (exercisable by the City's Risk Manager) shall retain the right to select counsel of its own choosing.

The City makes no representations upon which the Developer may rely with regard to the ability of the Developer to use the Air Rights License Area as provided herein and the Developer shall indemnify the City against any claims it or anyone else may have with regard to any actions of the City in connection with the Air Rights License Area and the Pedestrian Bridges to be constructed therein, this Agreement or any combination of same.

17. **Defaults.** In the event any one or more of the following events shall occur:

(a) Developer shall default in making payment to City of any cost or fees, as and when the same shall become due and payable, and such default in payment shall continue for a period of thirty (30) days after written notice by City is received by Developer; or

(b) Developer shall fail to pay any tax, assessment, rate or charge or other governmental imposition or any other charge or lien against the Air Rights License Area which Developer is required to pay, at least ten (10) days prior to the expiration of any grace period

allowed by law or by the governmental authority imposing the same and such default shall continue for a period of thirty (30) days after written notice by City is received by Developer; or

(c) Developer shall file a petition to be declared bankrupt, or insolvent or be adjudicated or declared bankrupt or insolvent by any court, or Developer files for reorganization under the Federal Bankruptcy Act, or for the appointment of a receiver or trustee for all of Developer's Property; or Developer enters into an arrangement with creditors; or if Developer's creditors institute Bankruptcy proceedings or receivership proceedings which are not dismissed within one hundred eighty (180) days after same are instituted. However, this provision has no effect so long as all of the other provisions of this Agreement are being performed; or

(d) Developer fails to commence to repair, replace or maintain the Pedestrian Bridges in accordance with the terms of this Agreement and such failure continues for a period of thirty (30) days after written notice by City is received by Developer; or

(e) Developer shall default in complying with any other agreement, term, covenant or condition of this Agreement and such default in compliance shall continue for a period of thirty (30) days after written notice by City is received by Developer specifying the claimed default, and Developer shall not, in good faith, have commenced within said thirty (30) day period, to remedy such default and diligently and continuously proceed therewith; then, if any of the above-referenced events should occur, City may serve a written fifteen (15) day notice of cancellation and termination of this Agreement.

18. Termination.

In the event of termination of this Agreement by City, all of the rights, estate and interest of Developer in the Air Rights License Area, the Pedestrian Bridges, the equipment and fixtures owned by Developer therein, and all fees, issues and profits thereof, whether then accrued or to accrue, all insurance policies and all insurance moneys paid or payable thereunder, vest in and belong to City. Further, City shall have the option to demolish the Pedestrian Bridges at the cost of Developer.

Notwithstanding anything contained in this Agreement to the contrary, if Developer shall not be in default beyond any applicable grace or cure period at the end of the Term, the Air Rights License Area shall perpetually benefit the Developer Property.

19. Remedies of City.

(a) In the event the Developer fails to commence to maintain, make repairs, demolish or take such actions as provided in this Agreement and such default(s) shall continue for a period of thirty (30) days after written notice by City is received by Developer, City has the option and right to take such action which was required to be taken by the Developer at Developer's sole cost and expense. Developer shall then be liable for payment to the City for all reasonable and necessary costs and expenses incurred by City in connection with the performance of the action or actions plus a surcharge of five percent (5%) for amounts up to One Thousand Dollars (\$1,000) and ten percent (10%) for amounts over One Thousand Dollars (\$1,000) and Developer shall reimburse City within sixty (60) days following written demand

therefor. Interest shall accrue on the unpaid amount at the rate of twelve (12.0%) percent per annum, compounded monthly, but in no event shall interest exceed the highest amount allowed by Florida law. The demand shall include reasonable documentation supporting the expenses incurred by City. If a dispute arises as to the need for, or amount due to the City for repairs or maintenance undertaken by the City in accordance with this Agreement, and such dispute is not resolved within forty-five (45) days after the date that the City makes the original written demand for payment, the Developer shall pay to City the undisputed amount and shall provide the City with a bond or other security acceptable to the City for the disputed amount pending a resolution of the dispute by negotiation or litigation. In addition to any other remedies available to City, City shall be entitled to recover from Developer all costs of collection, including reasonable attorneys' fees and court costs incurred at all tribunal and appellate levels, provided the City ultimately prevails in such proceedings.

(b) If Developer does not make the payments required by subparagraph (a) above within the sixty (60) day period set forth therein, then the City shall have a right to record a Claim of Lien upon the Developer Property, which Claim of Lien may be for all reasonable and necessary costs and expenses of any cure undertaken by the City in accordance with subparagraph (a) above, the cost of any interim insurance policy as provided herein, and reasonable attorneys' fees and costs associated therewith. The Claim of Lien shall be effective upon the recording of a Claim of Lien in the Public Records of Broward County, Florida, which Claim of Lien shall state all amounts due and owing to the City. The Claim of Lien may be foreclosed by City in the same manner as provided by law for foreclosure of mortgage liens. The Claim of Lien shall continue until payment to the City of the amounts set forth in the Claim of Lien (at which time the City shall record a satisfaction of such lien). In addition to the Claim of Lien, the City shall have all other rights and remedies granted to it at law or in equity for Developer's failure to reimburse the City pursuant to subparagraph (a) above. Developer shall be entitled to pursue all legal and equitable remedies to contest the amount or existence of any such lien.

(c) In the event that the City has provided the notice described in subparagraph (a), but the Developer has failed to cure or to commence and diligently pursue cure of the default(s), and the City cures such default(s), makes such repairs or undertakes such protection or maintenance or take other actions described herein, and the Developer fails to make payment in accordance with subparagraph (a), the Developer shall be in default under this Agreement. Such a default shall not arise where Developer has paid the undisputed amount and secured any disputed amount, or where the Developer pays the costs of cure as set forth in subparagraph (b) above prior to a judicial determination of a default. Upon judicial determination of such a default the City shall be entitled to a judgment of specific performance of this Agreement and the City shall have the right to exercise the options provided herein.

20. **Assignment.** Prior to the issuance of a Certificate of Occupancy for the last building shown on the Approved Development Plan, Developer may not sell, transfer or assign this Agreement without the prior written consent of City to an assignee or transferee of Developer's fee simple interest in the Developer Property or to an Association, which such transfer or assignment shall be given in a recordable form and shall be recorded by Developer or Developer's assignee or transferee. Developer's assignee or transferee shall assume all

obligations arising under this Agreement, and, thereafter, Developer shall be fully released and relieved from all liability and obligation hereunder.

After the issuance of a Certificate of Occupancy for the last building shown on the Approved Development Plan, Developer may sell, transfer, or assign this Agreement without prior written consent of the City to an assignee or transferee of Developer's fee simple interest in the Developer Property or to an Association, which such transfer shall be given in a recordable form and shall be recorded by Developer or Developer's assignee or transferee. Developer's assignee or transferee shall assume all obligations arising under this Agreement and, thereafter, Developer shall be fully released and relieved from all liability and obligation hereunder. Other than as described in this section, Developer may not sell, transfer or assign this Agreement without the prior written consent of City.

21. **Time is of the Essence.** Time is of the essence in the performance of this Agreement.

22. **Relationship of Parties.** The relationship between the parties hereto shall be solely as set forth herein and neither party shall be deemed the employee, agent, partner or joint venturer of the other.

23. **Choice of Laws; Venue.** This Agreement shall be governed by the laws of the State of Florida. In the event of litigation between the parties, venue for any such litigation shall be in Broward County, Florida.

24. **Compliance with Governing Laws.** The parties shall comply with all applicable laws, ordinances, and codes of the United States of America, the State of Florida and all local governments having jurisdiction, in carrying out the rights and responsibilities provided in this Agreement.

25. **Entire Agreement.** This Agreement, together with any other agreements entered into contemporaneously herewith, constitutes and represents the entire agreement between the parties hereto and supersedes any prior understandings or agreements, written or verbal, between the parties hereto respecting the subject matter herein. This Agreement may be amended, supplemented, modified or discharged only upon an agreement in writing executed by all of the parties hereto. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns, subject, however, to the limitations contained herein. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

26. **Interpretation of Agreement.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. If any provision, or its application to any person or situation, is deemed invalid or unenforceable for any reason and to any extent, the remainder of this Agreement, or the application of the remainder of the provisions, shall not be affected. Rather, this Agreement is to be enforced to the extent permitted by law. The captions, headings and title of this Agreement are solely for convenience of reference and are not to affect its interpretation. Each covenant, agreement, obligation or other provision of this

Agreement is to be construed as a separate and independent covenant of the party who is bound by or who undertakes it, and each is independent of any other provision of this Agreement, unless otherwise expressly provided. All terms and words used in this Agreement, regardless of the number or gender in which they are used, are deemed to include any other number and other gender as the context requires.

27. **Notices.** Whenever it is provided herein that notice, demand, request or other communication shall or may be given to, or served upon, either of the parties by the other, or either of the parties shall desire to give or serve upon the other any notice, demand, request or other communication with respect hereto or with respect to any matter set forth in this Agreement, each such notice, demand, request or other communication shall be in writing and any law or statute to the contrary notwithstanding shall not be effective for any purpose unless the same shall be given by mailing the same by Federal Express or similar delivery method, registered or certified mail, postage prepaid, return receipt requested, addressed to the party at the address set forth below, or at such other address or addresses and to such other person or firm as City may from time to time designate by notice as herein provided.

All notices, demands, requests or other communications hereunder shall be deemed to have been given or served for all purposes hereunder forty-eight (48) hours after the time that the same shall be deposited in the United States mails, postage prepaid, in the manner aforesaid, provided, however, that for any distance in excess of five hundred (500) miles, air mail service or Federal Express or similar carrier shall be utilized, if available.

Any notice required or permitted to be given by the terms of this Agreement or under any applicable law by either party shall be in writing and shall be either hand delivered or sent by certified mail, postage prepaid, return receipt requested. Such written notice shall be addressed as follows, unless either party provides written notice to the other to direct notices other than as set forth herein:

If to City: City of Fort Lauderdale
 100 N. Andrews Avenue, 7th Floor
 Ft. Lauderdale, Florida 33301
 Attn: Lynn Solomon, Assistant City Attorney
 Telephone: 954-828-5290

With a copy to: Lee R. Feldman, City Manager
 City of Fort Lauderdale
 100 North Andrews Avenue
 Fort Lauderdale, FL. 33301

Developer: Las Olas Walk Owner, LP
 C/O Kyle Clayton, Vice President
 200 E Broward Boulevard, Suite 1200
 Fort Lauderdale, FL 33301

With a copy to: Lochrie & Chakas, P.A.

1401 East Broward Boulevard, Suite 303
Fort Lauderdale, FL 33301
Attn: Robert B. Lochrie III, Esq.
Telephone: 954-779-1101

28. **Successors.** This Agreement shall be deemed a covenant running with the land and is binding on and inure to the benefit of the parties, their successors and assigns.

29. **Recording.** This Agreement shall be conditioned upon recordation of the Agreement in the Public Records of Broward County, Florida. City shall record the Agreement, subject to Developer reimbursing City for the cost thereof. A copy of the recorded Agreement shall be provided to Developer and filed with the City Clerk's Office of the City of Fort Lauderdale.

30. **Amendment.** This Agreement may not be modified or amended except by a written instrument executed by City and Developer.

31. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

32. **Governing Law and Venue.** This Agreement shall be construed in accordance with the laws of the State of Florida and venue for any litigation hereunder shall be Broward County, Florida.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

WITNESSES:

CITY:

CITY OF FORT LAUDERDALE,
A Florida municipal corporation

By: _____
DEAN J. TRANTALIS, Mayor

Witness – Print or Type Name

By: _____
LEE R. FELDMAN, City Manager

Witness – Print or Type Name

(SEAL)

ATTEST:

By: _____
JEFFREY A. MODARELLI, City Clerk

APPROVED AS TO FORM:
ALAIN E. BOILEAU, Interim City Attorney

By: _____
TANIA MARIE AMAR,
Assistant City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

SWORN TO (or AFFIRMED) AND SUBSCRIBED before me this ____ day of _____, 2018, by DEAN J. TRANTALIS, Mayor of the City of Fort Lauderdale, a municipal corporation of Florida.

(Signature of Notary Public)

(Typed name of Notary Public)
Notary Public, State of Florida
Commission No. _____
My commission expires:

Personally Known

STATE OF FLORIDA
COUNTY OF BROWARD

SWORN TO (or AFFIRMED) AND SUBSCRIBED before me this ____ day of _____, 2018, by LEE R. FELDMAN, City Manager of the City of Fort Lauderdale, a municipal corporation of Florida.

(Signature of Notary Public)

(Typed name of Notary Public)
Notary Public, State of Florida
Commission No. _____
My commission expires:

Personally Known

WITNESSES:

DEVELOPER:

LAS OLAS WALK OWNER, LP, a Delaware limited partnership

By: Las Olas Walk Owner GP, LLC, a Delaware limited liability company, its General Partner

Print Name: _____

By: _____
Kyle Clayton, Vice President

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Kyle Clayton as Vice President of LAS OLAS WALK OWNER, LP, a Delaware limited partnership, on behalf of the company. He is personally known to me or has produced _____ as identification.

(Signature of Notary Public)

(Typed name of Notary Public)
Notary Public, State of Florida
Commission No. _____
My commission expires: _____

JOINDER AND CONSENT BY MORTGAGEE

THIS INDENTURE, made this _____ day of _____, 2018 by and between:

PNC BANK

Hereinafter "MORTGAGEE"

in favor of

CITY OF FORT LAUDERDALE,

of the County of Broward, State of Florida, hereinafter "CITY".

WITNESSETH:

MORTGAGEE is the holder of that certain mortgage executed by Samuel C. Stephens dated January 16, 2018 and recorded as Instrument No. 114835097 of the Public Records of Broward County, Florida, being in the original principal sum of Ninety One Million, Thirty Three Thousand and 00/100 Dollars (**\$91,033,000.00**), in consideration of Ten Dollars (\$10.00) and other good and valuable considerations received from CITY, does hereby join and consent to execution and delivery of the foregoing Air Rights License Agreement.

IN WITNESS OF THE FOREGOING, the MORTGAGEE has MORTGAGEE's hand and seal the day and year first written above.

WITNESSES:

Print Name

Print Name

By: _____

Print Name, Title

of PNC BANK

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, who is personally known to me or has produced _____ as identification and who did not (did) take an oath.

[SEAL]

Notary Public, State of Florida

Name of Notary (Typed/Printed/Stamped)

My Commission Expires:

EXHIBIT A

SKETCH & DESCRIPTION S.E. 2ND STREET RIGHT-OF-WAY LAS OLAS WALK - NORTH & SOUTH

LEGAL DESCRIPTION

A parcel of land being a portion of the right-of-way of S.E. 2nd Street as shown on the plat of EDGEWATER ADDITION, to the Town of Fort Lauderdale, a Subdivision, according to the Plat thereof, as recorded in Plat Book 1, Page 123, of the Public Records of Dade County, Florida, and on the plat of BEVERLY HEIGHTS, according to the plat thereof, as recorded in Plat Book 1, Page 30, of the Public Records of Broward County, Florida, said parcel being more particularly described as follows.

BEGIN at the Southeast corner of Lot 6, Block 4 of said BEVERLY HEIGHTS, said point being on the North right-of-way line of S.E. 2nd Street and on the West right-of-way line of S.E. 8th Avenue;

THENCE S 88°26'52" W along the North right-of-way line of S.E. 2nd Street a distance of 488.47 feet;

THENCE N 01°33'08" W continuing along the said North right-of-way line, a distance of 10.00 feet to a point on the arc of a non-tangent curve concave to the Northeast, a radial line of said curve through said point having a bearing of S01°33'08"E;

THENCE Westerly, Northwesterly and Northerly along the arc of said curve to the right, continuing along the said North right-of-way line, having a central angle of 89°01'56" and a radius of 12.00 feet for an arc distance of 18.65 feet to a point on a non-tangent line, said line being the East right-of-way line of Federal Highway (U.S. Highway No. 1);

THENCE S 01°45'47" E along the said East right-of-way line, a distance of 83.79 feet to a point on the arc of a non-tangent curve concave to the Southeast, a radial line of said curve through said point having a bearing of S 88°30'11" W, said curve being the South right-of-way line of S.E. 2nd Street;

THENCE Northerly, Northeasterly and Easterly along the arc of said curve to the right, along the said South right-of-way line, having a central angle of 89°56'41" and a radius of 12.00 feet for an arc distance of 18.84 feet to a point on a non-tangent line;

THENCE N 01°33'08" W continuing along the said South right-of-way line, a distance of 10.00 feet;

THENCE N 88°26'52" E continuing along the said South right-of-way line, a distance of 488.12 feet to the West right-of-way line of S.E. 8th Avenue;

THENCE N 01°29'49" W along the said West right-of-way line a distance of 40.00 feet to the to the POINT OF BEGINNING;

Said land situate, lying and being in Broward County, Florida, containing 20,313 square feet, more or less.

SEAL

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER STEVEN M. WATTS PSM #4588



SHEET 1 OF 2

CERTIFICATE

I, Steven M. Watts, do hereby state that this Sketch and Description was done under my direct supervision and is accurate and correct to the best of my knowledge and belief. I further state that this Sketch and Description was completed in accordance with the Standards of Practice requirements for Surveying and Mapping as stated in Rule 5J-17 of the Florida Administrative Code, pursuant to Florida Statutes Ch. 472.027.



AWN DESIGN & CONSULTING GROUP, INC.
SURVEYORS - MAPPERS - DESIGNERS
227 GOOLSBY BOULEVARD
DEERFIELD BEACH, FLORIDA 33442
LB 7260 PHONE: (954) 481-8682

PROFESSIONAL SURVEYOR AND MAPPER #LS 4588, STATE OF FLORIDA
STEVEN M. WATTS AWN DESIGN & CONSULTING GROUP, INC.

DATE OF SKETCH
4/09/18

DRAWN BY
SMW

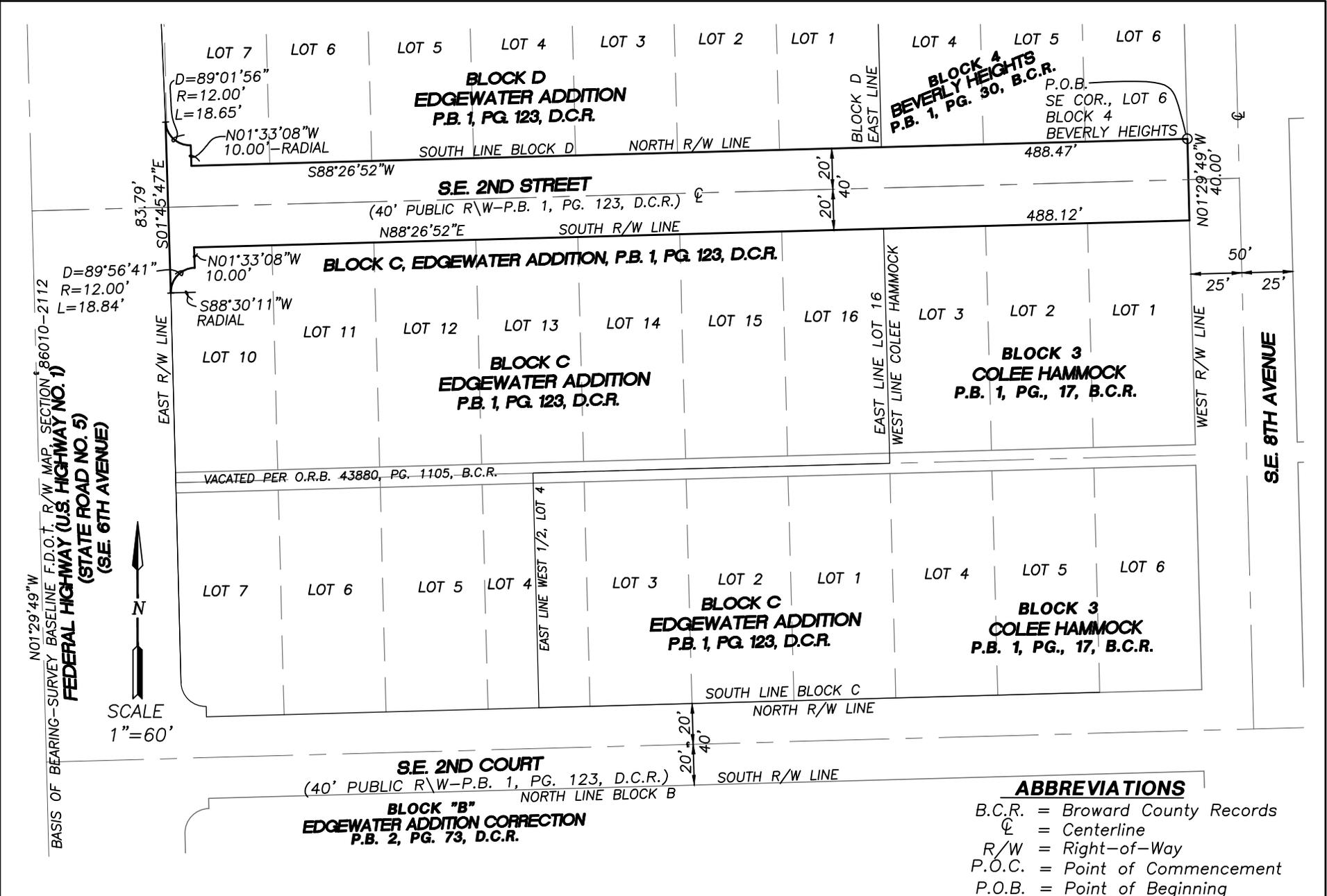
CHECKED BY
SMW

DRAWING NAME
ZOM EASEMENTS

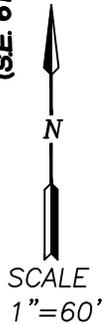
CAM #18-0005

Exhibit 3

Page 21 of 25



NO1°29'49"W
 BASIS OF BEARING-SURVEY BASELINE F.D.O.T. R/W MAP, SECTION 86010-2112
FEDERAL HIGHWAY (U.S. HIGHWAY NO. 1)
(STATE ROAD NO. 5)
(S.E. 6TH AVENUE)



SHEET 2 OF 2

AWN DESIGN & CONSULTING GROUP, INC.
SURVEYORS - MAPPERS - DESIGNERS
 227 GOOLSBY BOULEVARD
 DEERFIELD BEACH, FLORIDA 33442
 LB 7260 PHONE: (954) 481-8682

SKETCH & DESCRIPTION
S.E. 2ND STREET RIGHT-OF-WAY
LAS OLAS WALK-NORTH & SOUTH

DATE OF SKETCH 4/09/18	DRAWN BY SMW	CHECKED BY SMW	DRAWING NAME ZOM EASEMENTS
---------------------------	-----------------	-------------------	-------------------------------

ABBREVIATIONS

- B.C.R. = Broward County Records
- ⊕ = Centerline
- R/W = Right-of-Way
- P.O.C. = Point of Commencement
- P.O.B. = Point of Beginning
- COR. = Corner
- BLK. = Block
- D.C.R. = Dade County Records
- P.B. = Plat Book
- PG. = Page
- F.D.O.T. = Florida Department of Transportation

CAM #18-0005
Exhibit 3

EXHIBIT B

OVERALL LEGAL DESCRIPTION LAS OLAS WALK

The land referred to herein below is situated in the County of Broward, State of Florida, and is described as follows:

The West ½ of Lot 4, and ALL of Lots 5, 6, 7, 10, 11, 12, 13, 14, 15 and 16, Block "C" of EDGEWATER ADDITION, to the Town of Fort Lauderdale, a Subdivision, according to the Plat thereof, as recorded in Plat Book 1, Page 123, of the Public Records of Dade County, Florida. Said property situate, lying and being in Broward County, Florida.

Together with the South ½ of the vacated 10' alley lying North of said West ½ of Lot 4 and North of Lots 5, 6, and 7 Block "C" and the North ½ of the vacated 10' alley lying South of Lots 10 through 16, inclusive, Block "C" of EDGEWATER ADDITION, to the Town of Fort Lauderdale, a Subdivision, according to the Plat thereof, as recorded in Plat Book 1, Page 123, of the Public Records of Dade County, Florida. Said property situate, lying and being in Broward County, Florida, being pursuant to Ordinance No. C-01-26, recorded in Official Records Book 43880, Page 1105, of the Public Records of Broward County, Florida.

LESS and EXCEPT: The Road right-of-way for South Federal Highway (F.D.O.T. R/W Map Section 86010-2112).

ALSO:

Lots 1 through 15, inclusive, LESS the road right-of-way, being in Block "D", of EDGEWATER ADDITION, to the Town of Fort Lauderdale, a Subdivision, according to the Plat thereof, as recorded in Plat Book 1, Page 123, of the Public Records of Dade County, Florida. Said property situate, lying and being in Broward County, Florida; together with that portion of that certain alley in Lots 7, 8, 9 and 10 of said Block "D" of EDGEWATER ADDITION TO THE TOWN OF FORT LAUDERDALE, and vacated by the City of Fort Lauderdale by the enactment of its Ordinance No. 602 on the 31st day of March, 1931, recorded in Official Records Book 6814, Page 946, of the Public Records of Broward County, Florida.

LESS and Except: The Road right-of-way for South Federal Highway (F.D.O.T. R/W Map Section 86010-2112).

EXHIBIT C

SKETCH & DESCRIPTION AIR RIGHTS EASEMENT LAS OLAS WALK - NORTH & SOUTH

LEGAL DESCRIPTION

An Air Rights parcel having a minimum height elevation of 33.40 feet (NAVD88) and a maximum height elevation of 91.20 feet (NAVD88) with the horizontal parcel being a portion of Lots 10 and 11 of Block C, Lots 6 and 7 of Block D and a portion of the right-of-way of S.E. 2nd Street, all of EDGEWATER ADDITION, to the Town of Fort Lauderdale, a Subdivision, according to the Plat thereof, as recorded in Plat Book 1, Page 123, of the Public Records of Dade County, Florida, said parcel being more particularly described as follows.

COMMENCE at the Southeast corner of said Block D, said point being on the North right-of-way line of said S.E. 2nd Street;

THENCE on an assumed bearing of S 88°26'52" W along the South line of said Block D, along the North right-of-way line of S.E. 2nd Street, a distance of 283.87 feet to the POINT OF BEGINNING;

THENCE N 01°33'08" W a distance of 7.00 feet to a line being 7.00 feet North of and parallel with the said North right-of-way line of S.E. 2nd Street;

THENCE S 88°26'52" W along the said parallel line a distance of 20.00 feet;

THENCE S 01°33'08" E a distance of 54.00 feet to a line being 7.00 feet South of and parallel with the South right-of-way line of S.E. 2nd Street, said line also being the North line of said Block C;

THENCE N 88°26'52" E along the said parallel line a distance of 20.00 feet;

THENCE N 01°33'08" W a distance of 47.00 feet to the POINT OF BEGINNING;

Said horizontal parcel lying and being in Broward County, Florida, containing 1,080 square feet, more or less.

SEAL

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER STEVEN M. WATTS
PSM #4588



SHEET 1 OF 2

CERTIFICATE

I, Steven M. Watts, do hereby state that this Sketch and Description was done under my direct supervision and is accurate and correct to the best of my knowledge and belief. I further state that this Sketch and Description was completed in accordance with the Standards of Practice requirements for Surveying and Mapping as stated in Rule 5J-17 of the Florida Administrative Code, pursuant to Florida Statutes Ch. 472.027.



AWN DESIGN & CONSULTING GROUP, INC.
SURVEYORS - MAPPERS - DESIGNERS
227 GOOLSBY BOULEVARD
DEERFIELD BEACH, FLORIDA 33442
LB 7260 PHONE: (954) 481-8682

PROFESSIONAL SURVEYOR AND MAPPER #LS 4588, STATE OF FLORIDA
STEVEN M. WATTS AWN DESIGN & CONSULTING GROUP, INC.

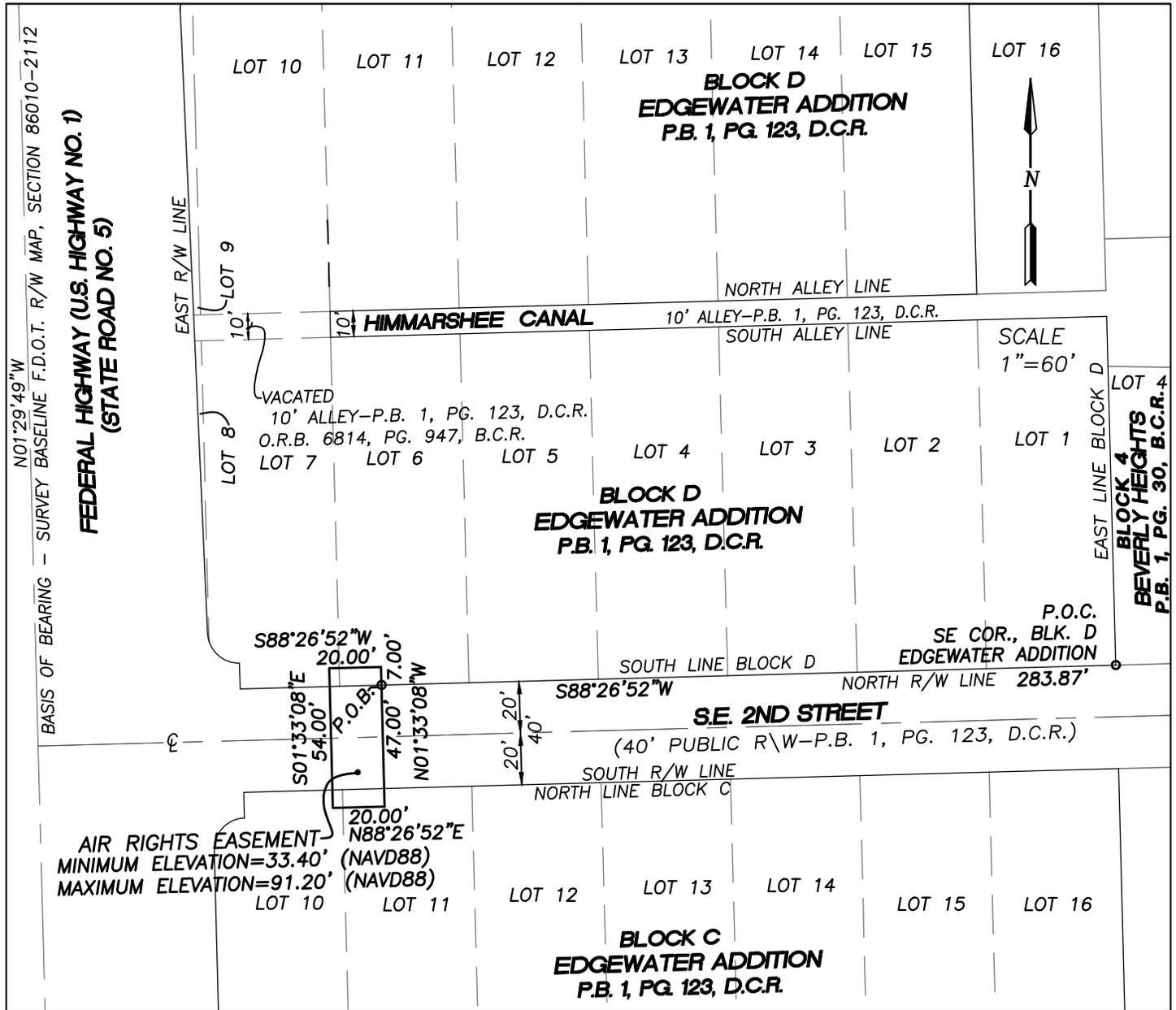
DATE OF SKETCH
02/10/18

DRAWN BY
SMW

CHECKED BY
SMW

DRAWING NAME
ZON EASEMENTS

EXHIBIT C-1



ABBREVIATIONS

NOTES

- B.C.R. = Broward County Records
 - ⊙ = Centerline
 - R/W = Right-of-Way
 - P.O.C. = Point of Commencement
 - P.O.B. = Point of Beginning
 - COR. = Corner
 - BLK. = Block
 - D.C.R. = Dade County Records
 - P.B. = Plat Book
 - PG. = Page
 - F.D.O.T. = Florida Department of Transportation
 - NAVD88 = North American Vertical Datum of 1988
- SHEET 2 OF 2

1. AWN Design & Consulting Group, Inc. State of Florida Certificate of Authorization number is LB7260
2. Bearings shown hereon are assumed bearings and referenced to the Survey Baseline for Federal Highway (F.D.O.T. R/W Map Section 86010-2112), said line having a bearing of N01°29'49"W.
3. The purpose of this Sketch and Description is for a Air Rights Easement.



AWN DESIGN & CONSULTING GROUP, INC.
SURVEYORS - MAPPERS - DESIGNERS
 227 GOOLSBY BOULEVARD
 DEERFIELD BEACH, FLORIDA 33442
 LB 7260 PHONE: (954) 481-8682

SKETCH & DESCRIPTION AIR RIGHTS EASEMENT LAS OLAS WALK-NORTH & SOUTH

DATE OF SKETCH 02/10/17	DRAWN BY SMW	CHECKED BY SMW	DRAWING NAME ZOM EASEMENTS
----------------------------	-----------------	-------------------	-------------------------------