

**CITY OF POMPANO BEACH
Broward County, Florida**

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AMENDMENT TO REAL ESTATE LEASE BETWEEN THE CITY OF POMPANO BEACH AND FDG FLAGLER STATION II, LLC; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That an Amendment to Real Estate Lease between the City of Pompano Beach and FDG Flagler Station II, LLC, a copy of which Amendment is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this 22nd day of July, 2014.

PASSED SECOND READING this 9th day of September, 2014.



LAMAR FISHER, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

/jrm
7/7/14
L:ord/2014-333

AMENDMENT TO REAL ESTATE LEASE

THIS AMENDMENT TO REAL ESTATE LEASE (this "Amendment") is made and entered into as of September 22, 2014 and between **FDG FLAGLER STATION II LLC**, a Delaware limited liability company ("Lessor" or "Railway"), and **CITY OF POMPANO BEACH**, a Municipal corporation existing under the laws of the State of Florida ("Lessee").

RECITALS:

WHEREAS, Lessor's, predecessor in interest, Florida East Coast Railway, L.L.C., a Florida limited liability company ("FECR"), and Lessee entered into that certain Real Estate Lease dated as of January 14, 2002 (the "Lease") with respect to five (5) parcels of land lying within Section 35, Township 48 South, Range 42 East, Broward County, Pompano Beach, Florida, as more particularly described in the Lease as the Leased Premises; and

WHEREAS, Lessee, as Petitioner, and FECR, as Respondent, jointly filed a Stipulation and Joint Motion for Entry of An Agreed Order Finding Public Purpose and Necessity in the Circuit Court of the Seventeenth Judicial Circuit, in and for Broward County, Florida, in the matter of *City of Pompano Beach v. Florida East Coast Railway, L.L.C., et. al*, Case No. 06-016803 CACE (04) / Parcel B , involving the Leased Premises (the "Stipulation");

WHEREAS, the Agreed Order Finding Public Purpose and Necessity (the "Agreed Order") was entered on December 8, 2009 in accordance with the Stipulation;

WHEREAS, pursuant to the Stipulation and Agreed Order, the Lessee pursued the acquisition from FECR as a "slow take" of the portion of the Leased Premises described in **Exhibit "A"** attached hereto and made a part hereof (the "Flagler Avenue Property"), the value of which was determine pursuant to the Verdict entered on December 17, 2010 in the Circuit Court of the Seventeenth Judicial Circuit, in and for Broward County, Florida, in the matter of *City of Pompano Beach v. Florida East Coast Railway, L.L.C., et. al*, Case No. 06-016803 CACE (04) / Parcel B (the "Verdict");

WHEREAS, in accordance with the Stipulation and Agreed Order, the Lessee has elected to continue leasing the Leased Premises (excluding the Flagler Avenue Property) from Lessor in accordance with the terms set forth in the Stipulation and Agreed Order;

WHEREAS, in accordance with the Stipulation and Agreed Order, the Lessor and Lessee desire to amend the Lease as follows: (i) to remove the Flagler Avenue Property from the Leased Premises; (ii) to amend the term of the Lease and the renewal options; (iii) to amend the annual rent for the term and any renewal terms; and (iv) to add an early termination provision for the Lessee and the Lessor pursuant to the terms and conditions hereinafter set forth in this Amendment; and

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and convenience contained herein and in the Lease, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and are expressly incorporated into and made a part of this Amendment as if fully rewritten herein.

2. Defined Terms. Any terms used in this Amendment as defined terms, but which are not defined herein, shall have the meanings attributed to those terms in the Lease.
3. Effective Date. The parties hereto agree that the Effective Date of this Amendment shall be the last date on which the last of the parties hereto executes this Amendment.
4. Leased Premises. The Section of the Lease captioned "Leased Premises" is hereby restated in its entirety as follows:

"Leased Premises:"

Five parcels of land lying within Section 35, Township 48 South, Range 42 East, Broward County, Pompano Beach, Florida; being more particularly described as follows:

SEE EXHIBIT B
[Attached hereto and made a part hereof]

All as shown on FDG Flagler Station II LLC's Drawing No. FDG232 dated June 4, 2013, attached hereto as **Exhibit C**, and made a part hereof and collectively with improvements currently or in the future located on the described property shall be referred to as the 'Leased Premises'."

5. Term. Section 1 of the Lease captioned "Term" is hereby restated in its entirety as follows:

"The term of this lease shall continue until June 29, 2024 (the "Current Term"). The Current Term of the Lease shall be extended for additional ten (10) year terms ("Renewal Terms"). Each Renewal Term shall be on the same terms and conditions as the Current Term, except that the annual Rent shall be adjusted as set forth in this Amendment. The Lease shall automatically be renewed for each successive Renewal Term unless Lessee notifies Lessor of Lessee's intention not to renew the Lease at least thirty (30) days prior to the expiration of the Current Term or the Renewal Term which is then in effect. The Current Term and the Renewal Term(s) are hereinafter sometimes referred to as the "term" or "Term".
6. Rent. Section 2(1) of the Lease captioned "Annual Rent" is hereby restated in its entirety as follows:

"Commencing on the Effective Date of this this Amendment (as hereinafter defined) and thereafter on the first day of each calendar month during the Term of this Lease, Lessee shall pay to Lessor an annual rental amount as set forth below for each parcel comprising the Leased Premises, to be paid in equal monthly installments as set forth below (collectively, the "Rent"), plus any applicable State, County or local sales or use tax. The Rent is calculated by multiplying a rate of \$0.08 per square foot of the Leased Premises used landscaping, and a rate of \$1.17 per square foot of the Leased Premises for hard improvements (collectively, the "Rates"). The Rent for the Current Term, based

on the proposed uses for each parcel of the Leased Premises for landscaping and hard improvements as more particularly described in Exhibit B for each parcel shall be as follows:

<u>Leased Premises</u>	<u>Annual Rent</u>	<u>Monthly</u>
Parcel A	\$11,556	\$963
Parcel B	\$4,954	\$413
Parcel E	\$1,941	\$162
Parcel F	\$30,248	\$2,521
Parcel G	\$1,288	\$107
	<u>Annual Total</u>	<u>Monthly Total</u>
	\$49,987	\$4,166

In the event any portion of the Leased Premises used for landscaping is used for hard improvements and/or any portion of the Leased Premises used for hard improvements is used for landscaping, the Rent shall be recalculated using the Rates, as same may have been adjusted by the CPI for a Renewal Term.

The Rent for each Renewal Term shall be increased (but never decreased) on the first day of each Renewal Term (each such date, an "Adjustment Date") by an amount equal to the percentage equal to the percentage increase, if any, of (x) the CPI for the month the Adjustment Date (the "Adjustment Month") occurs over (y) the CPI for the Adjustment Month in the immediately preceding calendar year. As used herein, "CPI" shall mean the Consumer Price Index for Urban Wage Earners and Clerical Workers, All items, All Urban Areas, published by the United States Bureau of Labor Statistics (Series ID: CWUR0000SA0).

Rent shall be payable in advance on or before the tenth (10th) day of each calendar month, and shall be remitted to Lessor at FDG Flagler Station II, LLC, P.O. Box 864638, Orlando, Florida 32886-4638, or as otherwise indicated on the applicable invoices. If the Effective Date of this Amendment, or the date of expiration or earlier termination of this Lease is other than the first (1st) day of a calendar month, Rent shall be prorated. The requirement to pay Rent and other payments shall survive expiration or termination of this Lease until all of Lessee's Property (as defined in Section 13 of this Lease) is removed from the Leased Premises in accordance with this Lease and the requirements of Section 13 of this Lease are met."

7. Termination. Section 12 of the Lease captioned "Termination" is hereby restated in its entirety as follows:

"(a) Lessee's Right to Terminate. Lessee shall have the right to terminate this Lease as to all or any portion of the Leased Premises if the Lessee, in its sole discretion, determines that all of the Leased Premises, or a portion of the Leased Premises, as applicable, is no longer needed to serve a municipal purpose ("Lessee's Right to Terminate"). Lessee may exercise Lessee's Right to Terminate by providing Lessor not less than thirty (30) days advance written notice prior to the effective date of the termination. In the event Lessee elects to terminate the Lease as to the entire Leased Premises, Lessor and Lessee agree to sign a commercially reasonable Termination of Lease Agreement to memorialize

such termination in accordance with the terms of the Lease. In the event Lessee elects to terminate the Lease as to a portion of the Leased Premises, Lessor and Lessee agree to sign a commercially reasonable amendment to the Lease to memorialize such partial termination in accordance with the Lease.

(b) Lessor's Right to Terminate. Lessor shall have the right to terminate this Lease as follows ("Lessor's Right to Terminate"): (i) Lessor may, in its sole discretion, terminate the Lease as to Parcel G of the Leased Premises; and (ii) Lessor may terminate the Lease as to all or a portion of the Leased Premises, if the Lessor, in its sole discretion, determines that all of the Leased Premises, or a portion of the Leased Premises, as applicable, is needed for a railroad purpose. Lessor may exercise Lessor's Right to Terminate by providing Lessee with not less than thirty (30) days advance written notice prior to the effective date of the termination. In the event Lessor elects to terminate the Lease as to the entire Leased Premises, Lessor and Lessee agree to sign a commercially reasonable Termination of Lease Agreement to memorialize such termination in accordance with the Lease. In the event Lessee elects to terminate the Lease as to a portion of the Leased Premises, Lessor and Lessee agree to sign a commercially reasonable amendment to the Lease to memorialize such partial termination in accordance with the Lease."

8. Authority. Lessor and Lessee affirm and covenant that each has the authority to enter into this Amendment, to abide by the terms hereof, and that the signatories hereto are authorized representatives of their respective entities empowered by their respective corporation to execute this Amendment.
9. Provisions of Amendment Control. To the extent the provisions of this Amendment are inconsistent with the Lease, the terms of this Amendment shall control.
10. Force and Effect. Except as expressly amended or modified herein, all other terms, covenants and conditions of the Lease shall remain in full force and effect.
11. Successors and Assigns. The terms, conditions, covenants, and agreements contained herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No reference in the preceding sentence to assigns shall be deemed to authorize any assignment or other transfer, in whole or in part, of the interest of Lessee in violation of any of the provisions of the Lease.
12. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment the day and year first above writtcn.

Signed, sealed and delivered
in the presence of:

FDG FLAGLER STATION II LLC, a
Delaware limited liability company

Witnesses:

Syrette Gray Lynette Ivy

By: Frank Chechile
FRANK CHECHILE, CEO & PRESIDENT

Jodie Lynn Jodie Yepes
As to Lessor

Date of Execution: 9/15/14

Witnesses:

Aally J. Fuschi
Christine Kendel

CITY OF POMPANO BEACH

By: [Signature]
LAMAR FISHER, MAYOR

By: [Signature]
DENNIS W. BEACH, CITY MANAGER
PHYLLIS A. KORAB for

Attest:

[Signature]
MARY L. CHAMBERS, CITY CLERK

(SEAL)

Approved As To Form:

[Signature]
GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instruments were acknowledged before me this 22 day of September, 2014 by LAMAR FISHER as Mayor, DENNIS W. BEACH as City Manager and MARY L. CHAMBERS, City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally know to me.

NOTARY'S SEAL:

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Krystal Aaron
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

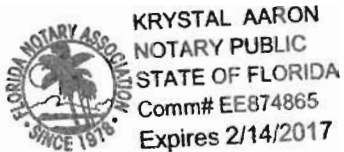


EXHIBIT A

LEGAL DESCRIPTION OF THE FLAGLER AVENUE PROPERTY

A portion of the Florida East Coast Railway right of way in Pompano Beach, Florida lying southerly of a line 45 feet north of and parallel with the westerly projection of the south right of way line of N.E. 3rd Street (30 foot right of way) and northerly of the westerly projection of the south right of way line of N.E. 1st Street (65 foot right of way) all being shown on the City of Pompano Beach Engineering Section Sheet Map No. 74 dated April 26, 1971, said portion also lying easterly of a line 50 feet east of and parallel with the centerline of the aforementioned main track and westerly of a line 100 feet east of and parallel with the centerline of the aforementioned main track said portion being more particularly described as follows;

Beginning at the intersection of the westerly projection of the south right of way line of the aforementioned N.E. 1st Street and a line 50 feet easterly of and parallel with the centerline of the aforementioned main track; thence north 15° 25' 48" east, along a line 50 feet easterly of and parallel with the centerline of the aforementioned main track, a distance of 725.19 feet to a point on a line 45 feet north of and parallel with the westerly projection of the south right of way line of N.E. 3rd Street; thence north 89° 46' 11" east along the aforementioned parallel line, 51.81 feet to an intersection with a line 100 feet easterly of and parallel with the centerline of the aforementioned main track; thence south 15° 25' 48" west, along a line 100 feet easterly of and parallel with the centerline of the aforementioned main track, a distance of 725.19 feet to the intersection with the westerly projection of the south right of way line of the aforementioned N.E. 1st Street; thence south 89° 46' 11" west along the aforementioned westerly projection of the south right of way line of the aforementioned N.E. 1st Street a distance of 51.81 feet to the point of beginning.

Said described parcel containing 36,259 square feet more or less.

Bearings referenced in the legal description are assumed, based on north 15° 25' 48" east along the west right-of-way line of the Florida East Coast Railway lying in the south-half of the southeast quarter of Section 35, Township 48 South, Range 42 East.

EXHIBIT B

LEGAL DESCRIPTION OF THE LEASED PREMISES

Parcel A: Commencing at the northeast corner of Lot 12, re-subdivision of Lot 15 of subdivision of Section 35, Township 18 South, Range 42 East, according to the plat thereof as recorded in Plat Book B, Page 76 of the public records of Miami-Dade County, Florida; thence north $89^{\circ} 08' 41''$ east along the north line of said Lot 12 and its westerly extension thereof, 372.88 feet to a point on a line lying 100 feet east of and parallel with the east right-of-way line of Dixie Highway (State Road 811) as shown on the Florida Department of Transportation right-of-way map Section 86170-2503 also being the west right-of-way of the Florida East Coast Railway and the point of beginning; thence south $13^{\circ} 47' 47''$ west, along said parallel line 132.59 feet; thence departing said parallel line, north $87^{\circ} 48' 58''$ west, 25.52 feet to a point on a line lying 75 feet east of and parallel with said east right-of-way line of Dixie Highway; thence north $13^{\circ} 47' 47''$ east along said parallel line, 885.33 feet to a point on curve being concave to the southwest (a radial line from said point bears south $33^{\circ} 43' 05''$ west); thence departing said parallel line southerly and southwesterly along the arc of said curve having a radius of 42.00 feet, a central angle of $53^{\circ} 35' 52''$, and an arc distance 39.29 feet to a point on a line lying 100 feet east of and parallel with said east right-of-way line of Dixie Highway and the west right-of-way line of the Florida East Coast Railway right-of-way; thence south $13^{\circ} 47' 47''$ west, along said parallel lines, 719.16 feet to the point of beginning.

Said lands lying in the City of Pompano Beach, Broward County, Florida, and containing 21,829 square feet (approximately 12,829 sf landscaping and 9,000 sf asphalt), more or less.

Parcel B: Sub-Parcel #1
Commencing at the northeast corner of Lot 12, re-subdivision of Lot 15 of subdivision of Section 35, Township 18 South, Range 42 East, according to the plat thereof as recorded in Plat Book B, Page 76 of the public records of Miami-Dade County, Florida; thence south $89^{\circ} 08' 41''$ west along the north line of said Lot 12 and its westerly extension thereof, 440.40 feet to a point on a line lying 25 feet east of and parallel with the east right-of-way line of Dixie Highway (State Road 811) as shown on the Florida Department of Transportation right-of-way map Section 86170-2503 and the west right-of-way of the Florida East Coast Railway as shown in the City of Pompano Beach, FLA office of City Engineer Map No. 74, also being the point of beginning; thence south $13^{\circ} 47' 47''$ west, along said parallel lines 126.28 feet to a point on a curve being concave to the northeast (a radial line from said point bears north $20^{\circ} 48' 58''$ east); thence departing said parallel line, westerly, northwesterly, and northerly along the arc of said curve having a radius of 36.00 feet, a central angle of $47^{\circ} 43' 54''$, and an arc distance of 29.99 feet to a point on the east right-of-way of said Dixie Highway and the west right-of-way of the Florida East Coast Railway; thence north $13^{\circ} 47' 47''$ east along said east-west lines 544.51 feet to a point hereinafter referred to as Reference Point 'A'; thence departing said east-west lines and on the easterly line of Sub-Parcel #2 the following four (4) courses and distances:

- 1) north $26^{\circ} 27' 41''$ east, 32.26 feet;
- 2) thence north $18^{\circ} 15' 13''$ east, 11.41 feet;

- 3) thence north 14° 19' 16" east, 254.56 feet to a point on a curve, (a radial line from said point bears south 78° 15' 14" east);
- 4) thence northerly and northeasterly along the arc of said curve having a radius of 32.61 feet; a central angle of 58° 48' 19", and an arc distance of 33.47 feet to a point lying 25 feet east of and parallel with the east right-of-way line of said Dixie Highway and the west right-of-way line of the Florida East Coast Railway;

Thence south 13° 47' 47" west along said parallel line, 759.01 feet to the point of beginning.

TOGETHER WITH:

Sub-Parcel #2

Beginning at the aforementioned Reference Point 'A', point of beginning #2:

Thence north 13° 47' 47" east on the east right-of-way line of Dixie Highway (State Road 811) as shown on the Florida Department of Transportation right-of-way map Section 86170-2503 and the west right-of-way of the Florida East Coast Railway as shown in the City of Pompano Beach, FLA office of City Engineer Map No. 74, a distance of 325.83 feet; thence north 76° 12' 13" east, a distance of 25.00 feet to a point on a curve on the westerly line of Sub-Parcel #1 (a radial line from said point bears south 19° 26' 55" east); thence along the westerly line of said Sub-Parcel #1 the following four (4) courses and distances:

- 1) southwesterly along the arc of said curve having a radius of 32.61 feet, a central angle of 58° 48' 19", and an arc distance of 33.47 feet to a point of non-tangency;
- 2) thence south 14° 19' 16" west, a distance of 254.56 feet;
- 3) thence south 18° 15' 13" west, a distance of 11.41 feet;
- 4) thence south 26° 27' 41" west, a distance of 32.26 feet to the point of beginning #2.

Both said sub-parcels of land lying in the City of Pompano Beach, Broward County, Florida, and containing a total of 22,006 square feet (approximately 19,076 sf landscaping and 2,930 sf asphalt), more or less.

Parcel E:

Commencing at the northerly most northwest corner of Parcel "A", Summerlin's Plat, according to the plat thereof as recorded in Plat Book 139, Page 23 of the public records of Broward County, Florida; thence south 88° 18' 00" west along the westerly extension of the north line of said Parcel "A", 81.28 feet to the point of beginning on a line lying 100 feet east of and parallel with the east right-of-way line of Dixie Highway (State Road 811) also being a point on a line 100-feet east of and parallel with the west right-of-way line of the Florida East Coast Railway; thence, departing said westerly extension, south 13° 47' 47" west, along said east and west parallel line, 289.55 feet; thence departing said east and west parallel line, south 89° 47' 00" west, 12.18 feet; thence south 14° 47' 58" east, 0.45 feet; thence south 89° 12' 23" west 13.84 feet to a point on a line lying 75-feet east of and parallel with the east right-of-way line of Dixie Highway (State Road 811) also being a point on a line 75-feet east of and parallel with the west right-of-way line of

the Florida East Coast Railway; thence north 13° 47' 47" east, along said east and west parallel line, 970.79 feet; thence, departing said east and west parallel line, north 88° 06' 00" east, 19.19 feet, thence south 01° 40' 29" east, 0.70 feet; thence south 72° 41' 13" east, 6.35 feet to a point on a line lying 100-feet east of and parallel with the east right-of-way line of Dixie Highway (State Road 811) also being a point on a line 100-feet east of and parallel with the west right-of-way line of the Florida East Coast Railway; thence south 13° 47' 47" west, along said east and west parallel line, 678.54 feet to the point of beginning.

Said lands lying in the City of Pompano Beach, Broward County, Florida, and containing 24,260 square feet more or less.

Parcel F: That portion of the 150 foot Florida East Coast Railway right of way being bounded to the north by the westerly extension of the north right of way line of Northeast 6th Street and bounded to the south by a line lying 15.00 feet north of and parallel with the north right of way line of Northeast 3rd Street.

Less and except the westerly 100 feet of the Florida East Coast Railway right of way.

Said lands lying in the City of Pompano Beach, Broward County, Florida, and containing 51,099 square feet (approximately 27,099 sf landscaping and 24,000 sf asphalt), more or less.

Parcel G: A portion of the easterly 75 feet of the 175 foot Florida East Coast right of way, according to the Florida East Coast right of way map and track map, station 17526+81.0 to station 17632+44.4, dated December 31, 1932, last revised March 19, 1974, more particularly described as follows:

Beginning at the northwest corner of Lot 12, re-subdivision of Lot 15, according to the plat thereof, as recorded in Plat Book "B", Page 76 of the public records of Dade County, Florida; thence, south 13° 47' 47" west, along the easterly right of way line of said 175 foot Florida East Coast right of way and the west line of said Lot 12, 123.84 feet to the northerly right of way line of Atlantic Boulevard and a non-tangent curve concave to the south; thence westerly along the said northerly right of way line and the arc of said curve having a chord bearing of north 86° 11' 07" west, a radius of 1,382.69 feet, a central angle of 04° 18' 43" and an arc distance of 104.06 feet; thence, departing said northerly right of way line, north 13° 47' 47" east along a line 75 feet west of and parallel with the said easterly right of way line of the Florida East Coast Railway, 207.35 feet; thence north 89° 08' 41" east, 51.68 feet to a point on the southerly extension of the easterly right of way line of the 150 foot Florida East Coast right of way; thence north 13° 47' 47" east, along said easterly right of way line, 13.44 feet to the southerly right of way line of Northeast 1st Street; thence north 89° 08' 41" east along the said southerly right of way line of Northeast 1st Street, 25.84 feet to the easterly right of way line of the said 175 foot right of way; thence south 13° 47' 47" west along said easterly right of way line, 103.36 feet to the point of beginning.

Said lands lying in the City of Pompano Beach, Broward County, Florida, and containing 16,103 square feet (approximately 16,103 sf landscaping), more or less.


EXHIBIT C

FDG Flagler Station II LLC's Drawing No. FDG232 dated June 4, 2013

Attached hereto

EXHIBIT C - Page 1

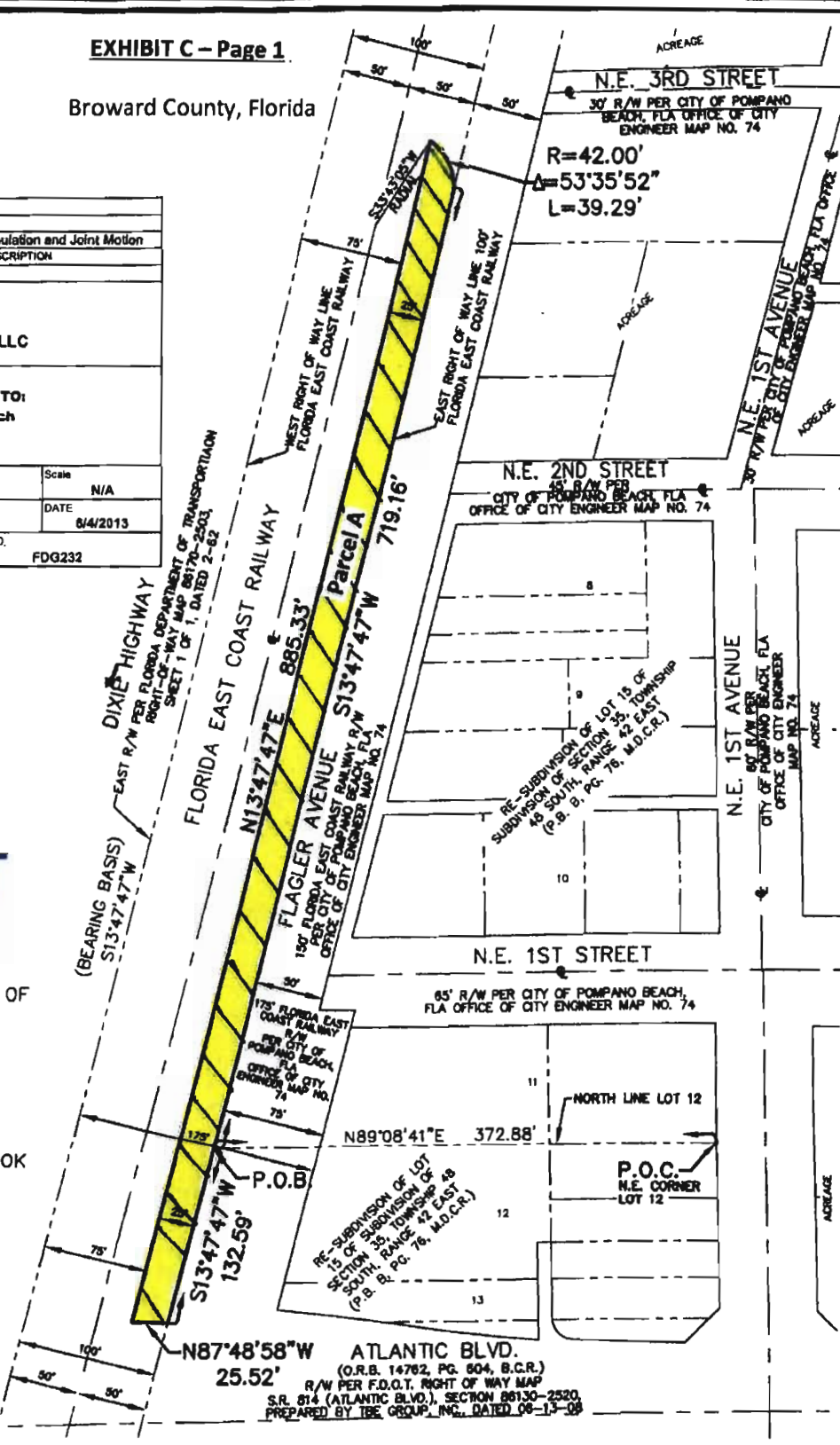
Broward County, Florida

REV NO	DATE	BY	DESCRIPTION
1	6/4/2013	CM	Amend. to reflect Stipulation and Joint Motion
REVISIONS			
			
FDG Flagler Station II LLC			
FDG LEASE OF SPACE TO: City of Pompano Beach			
DRAWN BY	MP	Scale	
City of Pompano Beach	333 + 0000'	N/A	
CHECKED BY	VAL. MAP	DATE	
CBM	Surveys	6/4/2013	
FILE NO.	DWG. NO.		
333-2-1	FDG232		



LEGEND:

- F.D.O.T. FLORIDA DEPARTMENT OF TRANSPORTATION
- F.E.C. FLORIDA EAST COAST RAILWAY
- FLA. FLORIDA
- M.D.C.R. MIAMI-DADE COUNTY RECORDS
- NO. NUMBER
- O.R.B. OFFICIAL RECORDS BOOK
- P.B. PLAT BOOK
- PG. PAGE
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- R/W RIGHT-OF-WAY
- S.R. STATE ROAD
- LB LICENSED BUSINESS
- R RADIUS
- Δ CENTRAL ANGLE
- L ARC LENGTH
- ☉ CENTERLINE



SKETCH & DESCRIPTION

25.00' LANDSCAPE EASEMENT
 A PORTION OF THE FLORIDA
 EAST COAST RAILWAY
 RIGHT-OF-WAY

CITY OF POMPANO BEACH
 BROWARD COUNTY FLORIDA

KEITH ASSOCIATES INC.
 consulting engineers

301 EAST ATLANTIC BOULEVARD
 POMPANO BEACH, FLORIDA 33060-6643
 (954) 788-3400 FAX (954) 788-3500
 EMAIL: mail@keith-associates.com LB NO. 6860

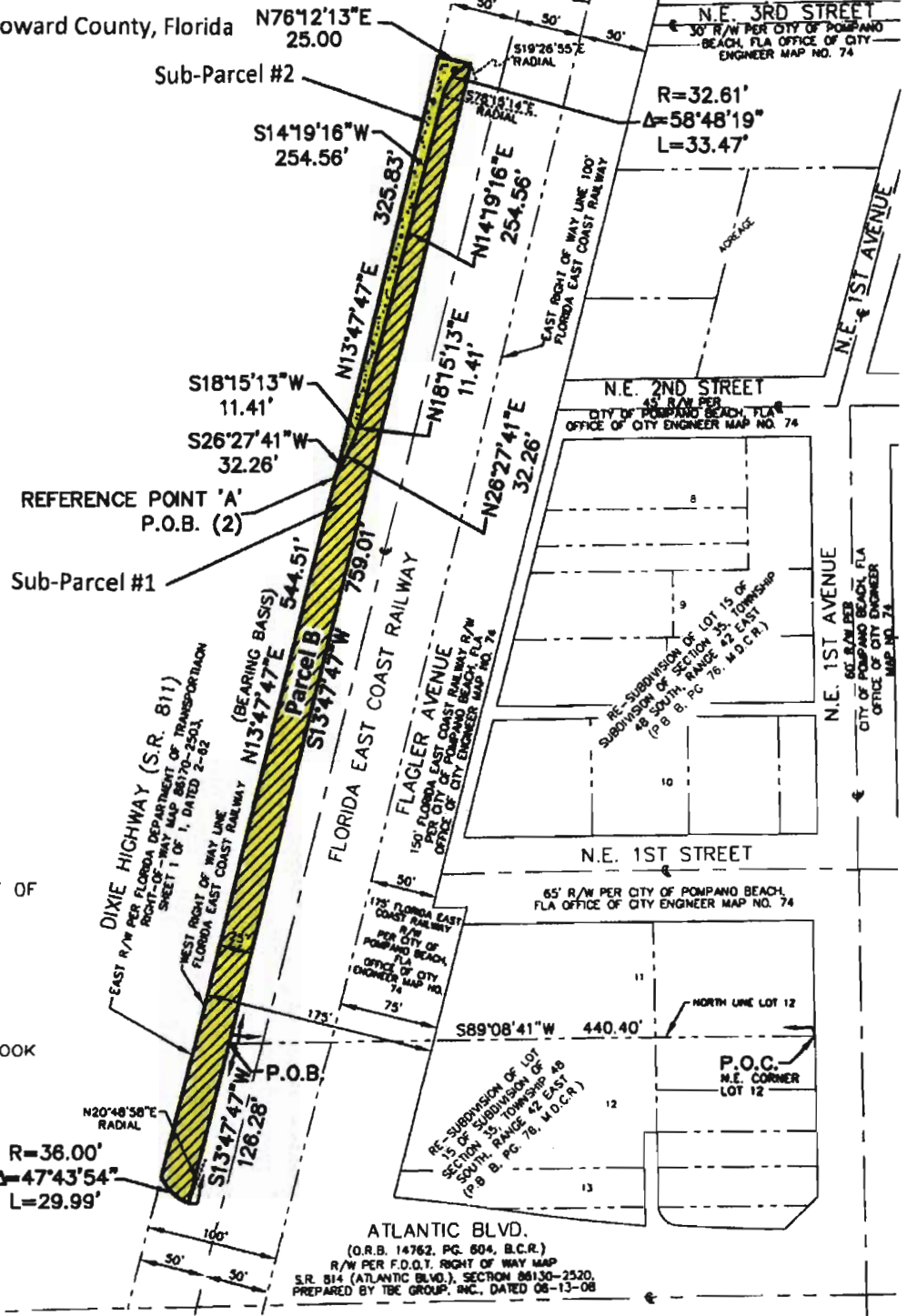
SHEET 2 OF 2
 DRAWING NO. 07470.55-SK04-NORTH.dwg

DATE	05/31/11
SCALE	1"=120'
FIELD BK.	N/A
DWG. BY	D.D.B.
CHK. BY	M.M.M.

DATE	REVISIONS

EXHIBIT C – Page 2

Broward County, Florida



LEGEND:

- F.D.O.T. FLORIDA DEPARTMENT OF TRANSPORTATION
- F.E.C. FLORIDA EAST COAST RAILWAY
- FLA. FLORIDA
- M.D.C.R. MIAMI-DADE COUNTY RECORDS
- NO. NUMBER
- O.R.B. OFFICIAL RECORDS BOOK
- P.B. PLAT BOOK
- PG. PAGE
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- R/W RIGHT-OF-WAY
- S.R. STATE ROAD
- LB LICENSED BUSINESS
- R RADIUS
- Δ CENTRAL ANGLE
- L ARC LENGTH
- ☉ CENTERLINE

SKETCH & DESCRIPTION

LANDSCAPE EASEMENT
A PORTION OF THE FLORIDA
EAST COAST RAILWAY
RIGHT-OF-WAY

CITY OF POMPANO BEACH
BROWARD COUNTY FLORIDA

KEITH ASSOCIATES, INC.
consulting engineers

301 EAST ATLANTIC BOULEVARD
POMPANO BEACH, FLORIDA 33060-6643
(954) 788-3400 FAX (954) 788-3500
EMAIL: mail@keith-associates.com LB NO. 6860

SHEET 3 OF 3

DRAWING NO. 07470.55-SK-05B-NORTH.dwg

DATE 02/05/13

SCALE 1"=120'

FIELD BK. N/A

DWNG. BY D.D.B.

CHK. BY M.M.M.

DATE 1/29/13

REVISIONS ADD PARCEL B

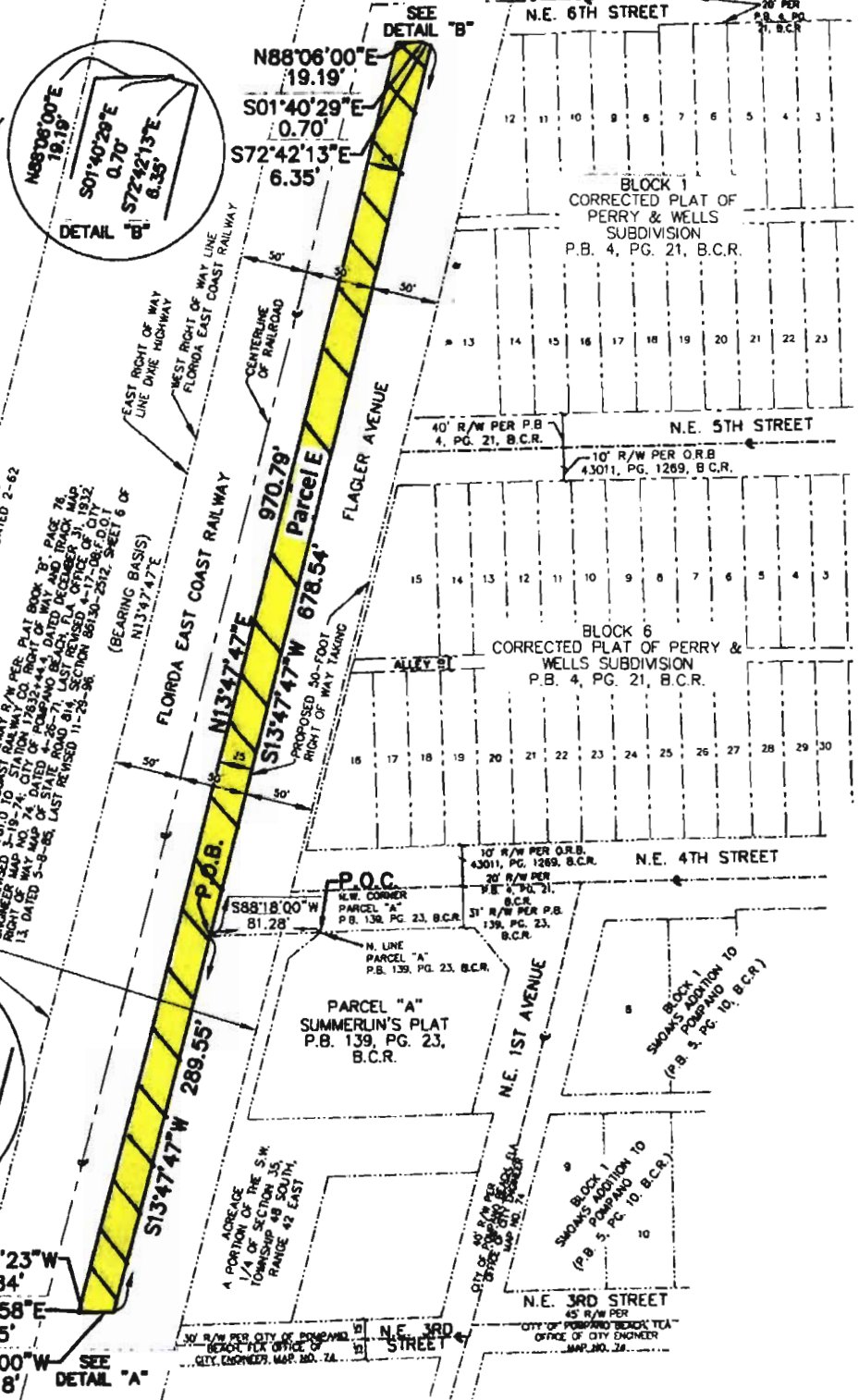
2/5/13 MISC REVISIONS

LEGEND:

- B.C.R. BROWARD COUNTY RECORDS
- F.D.O.T. FLORIDA DEPARTMENT OF TRANSPORTATION
- F.E.C. FLORIDA EAST COAST RAILWAY
- NO. NUMBER
- O.R.B. OFFICIAL RECORDS BOOK
- P.B. PLAT BOOK
- PG. PAGE
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- R/W RIGHT-OF-WAY
- S.R. STATE ROAD
- LB LICENSED BUSINESS
- C CENTERLINE

EXHIBIT C - Page 3

Broward County, Florida



SCALE: 1"=120'

SKETCH & DESCRIPTION

LANDSCAPE EASEMENT
A PORTION OF THE FLORIDA
EAST COAST RAILWAY
RIGHT-OF-WAY

CITY OF POMPANO BEACH
BROWARD COUNTY FLORIDA

KEITH
consulting engineers

301 EAST ATLANTIC BOULEVARD
POMPANO BEACH, FLORIDA 33060-6643
(954) 788-3400 FAX (954) 788-3500
EMAIL: mas@keith-associates.com LB NO. 6860

SHEET 2 OF 2
DRAWING NO. 07470.55-SK-08-NORTH.dwg

DATE 10/13/11

SCALE 1"=120'

FIELD BK. N/A

DWNG. BY D.D.B.

CHK. BY M.M.M.

DATE REVISIONS

DATE	REVISIONS

