

Ver-2023-05-16

BROWARD COUNTY
FPID: 437155-1-52-02

**TURNPIKE INTERCHANGE AND RIGHT OF WAY AGREEMENT
FOR
PAT SALERNO FULL INTERCHANGE**

This Turnpike Interchange and Right of Way Agreement (“Agreement”) is entered into this _____ day of _____, 2023, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION (the “Department”) and BROWARD COUNTY, FLORIDA (the “County”) (the Department and the County may be referred to individually as a “Party” and collectively as the “Parties”).

RECITALS

A. The Department is authorized to enter into agreements with governmental entities that wish to aid in any Department project or project phase in the Department’s adopted work program in accordance with Section 339.12, Florida Statutes.

B. The Department’s adopted work program includes a project to widen and improve the Sawgrass Expressway (SR 869) in Broward County, Florida, from south of Sunrise Boulevard to north of Oakland Park Boulevard, as described in the Department’s Five-Year Adopted Work Program as Financial Project Identification Number (FPID) 437155-1 (the “Project”).

C. A partial interchange currently exists within the Project limits at Pat Salerno Drive (an off-system arterial roadway under the jurisdiction of the County) and SR 869, with ramps accommodating traffic movements to and from the south.

D. The County and City of Sunrise (the “City”) have asked the Department to include design and construction of a full interchange at Pat Salerno Drive and SR 869, with ramps accommodating traffic movements both to and from the south and to and from the north (the “Full Interchange,” conceptually depicted on Exhibit “A” attached hereto), as part of the overall Project. The current estimate of the design and construction costs for the Full Interchange is \$87,641,473. The Department has programmed \$58,641,473 in funding for the estimated design and construction costs of the Full Interchange and is willing to include the Full Interchange in the Project, contingent upon certain financial and right-of-way contributions by the County (which includes right-of-way contributions by the City).

E. The Department and the County are parties to that certain Locally Funded Agreement, dated December 2, 2020, pursuant to the terms of which the County agreed to contribute funding for the initial design for the Full Interchange as part of the Project in the amount of Three Million and 00/100 Dollars (\$3,000,000.00).

F. Contingent upon the County’s agreement to provide the local share of funding and contribute the Local Right-of-Way Contribution Parcels, defined below in 4b(i) and 4b(ii), the Department is willing to include the Full Interchange as part of the Project.

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G. On _____, 2023, the Broward County Board of County Commissioners authorized the County to enter into this Agreement.

AGREEMENT

In consideration of the mutual covenants and promises contained in this Agreement, the County and the Department agree that the Recitals are true and correct and further agree as follows:

1. Representations of the County:

a. To the knowledge of the County, there is no litigation pending or threatened with respect to this Agreement, or the subject matter hereof, which would affect the performance by the County of its obligations under this Agreement.

b. To the knowledge of the County, the execution of this Agreement does not constitute a violation of applicable law or regulations or a breach of or default under any other agreement to which the County is a party or an event that, with the passage of time, would become a breach of or default under any such agreement.

c. All consents, waivers, approvals and other governmental actions required to be taken in order for the County to enter into this Agreement have been received by the County.

2. Representations of the Department:

a. To the knowledge of the Department, there is no litigation pending or threatened with respect to this Agreement, or the subject matter hereof, which would affect the performance by the Department of its obligations under this Agreement.

b. To the knowledge of the Department, the execution of this Agreement does not constitute a violation of applicable law or regulations or a breach of or default under any other agreement to which the Department is a party or an event that, with the passage of time, would become a breach of or default under any such agreement.

3. Department Responsibilities:

Subject to the timely performance by the County of its obligations under this Agreement:

a. The Department shall prepare all design, construction plans and specifications, and right-of-way maps required to construct the Full Interchange as part of the Project. The Full Interchange will generally consist of a full bi-directional interchange at Pat Salerno Drive and SR 869 and will be designed and constructed as part of the Department's Sawgrass Widening Project FPID 437155-1-32-01. The scope of work for the Full Interchange will generally include a northbound on-ramp from Pat Salerno Drive to SR 869, a southbound collector-distributor roadway system including a southbound off-ramp from SR 869 to Pat Salerno Drive, replacement of the Pat Salerno bridge over SR 869, widening of the northbound SR

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869 bridge over Oakland Park Boulevard, and three tolling points (the number and location of tolling points may be revised by the Department at its discretion from time to time). Final design work for the Full Interchange will be performed by the Department's consultant under the existing contract for the widening Project. The Department will procure construction services and other required work in accordance with the procurement processes available to the Department. The Parties acknowledge and agree that the conceptual drawing included as Exhibit "A" to this Agreement represents the current conceptual design of the Full Interchange based on initial design work, which may be modified during the final design process. Any future changes requested by the County not contemplated in the plans at the time of this Agreement may be considered by the Department but all additional costs resulting from any County requested changes will be solely borne by the County.

b. The Department will acquire the following right-of-way identified in Exhibit "B" to this Agreement as needed for the Full Interchange, as part of the Turnpike System:

i) for construction of the north bound on-ramp from Pat Salerno Drive and relocation of the existing Pond 1 along Pat Salerno Drive:

1. Parcel No. 118A and Parcel No. 118B: acquisition totaling 1.399 acres (Parcel No. 118A consisting of 0.258 acres and Parcel No. 118B consisting of 1.141 acres) depicted on sheet 2 of Exhibit "B", and more particularly described in Attachment 1 of Exhibit "B" and,

2. Parcel No. 116A and Parcel No. 116B: acquisition totaling 2.098 acres (Parcel No. 116A consisting of 0.638 acres and Parcel No. 116B consisting of 1.460 acres) depicted on sheet 2 of Exhibit "B", and more particularly described in Attachment 2 of Exhibit "B."

and;

ii) for drainage outfall easements and floodplain compensation:

1. Parcel No. 804: a perpetual drainage easement of 0.206 acres depicted on sheet 3 of Exhibit "B," and more particularly described in Attachment 3 of Exhibit "B" and,

2. Parcel No. 166: acquisition of 1.818 acres depicted on sheet 2 of Exhibit "B", and more particularly described in Attachment 4 of Exhibit "B."

Acquisition of these right-of-way parcels by the Department will be performed in accordance with the Department's procedures and Right-of-Way Manual.

c. The Department will construct the Full Interchange within the existing Turnpike System right-of-way, the additional Turnpike System right-of-way being acquired by the

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Department under this Agreement, and the Local Right-of-Way Contribution Parcels (defined below in 4b(i) and 4b(ii)), in accordance with the terms and conditions of a construction contract to be advertised by the Department on or about September 13, 2024. The Parties agree that the scheduled date of advertisement is subject to change by the Department. The Department will advise the County of any changes in the scheduled date of advertisement.

The Department will utilize the County's Local Share (defined below in 4a) to pay the costs of design, right-of-way acquisition, environmental permitting and mitigation, construction, and construction engineering and inspection ("CEI") work required for completion of the Full Interchange as part of the Project. The Department will be responsible for the cost of the Full Interchange that exceeds the County's Local Share, except that the County shall additionally be responsible for the Local Right-of-Way Contribution Parcels (defined below in 4b(i) and 4b(ii)).

d. After execution of this Agreement and the Locally Funded Agreement (defined below in 4.a), the Department will provide copies of the right-of-way maps for the Full Interchange to the County.

e. The Department has prepared a Pond Siting Report (PSR) for the Full Interchange as part of the Department's Project.

f. The Department will administer the work so that the Full Interchange is constructed in accordance with the final design plans and specifications approved by the Department. As part of the construction, the Department will install all toll structures and equipment needed for operation of the Full Interchange as part of the Department's Turnpike System. The Department will administer the construction and CEI work for the Full Interchange as part of the Project. The Department shall not be responsible for any costs associated with aesthetic enhancements to structures, roadway elements or landscaping on the Full Interchange beyond the standard Department guidelines.

g. The Department will own and operate all portions of the Full Interchange located within the final SR 869 limited access right-of-way as part of the Turnpike System, as reflected on Exhibit "C" to this Agreement, with tolls collected by electronic means utilizing the Department's systems for electronic toll collection, at the Department's discretion, as the sole means of access for those entering or exiting SR 869 at the Full Interchange. This paragraph shall not affect the Parties' allocation of maintenance responsibilities as otherwise provided in this Agreement.

h. Upon final acceptance (as that term is described in the Standard Specification for Roadway and Bridge Construction, as amended by the contract documents Section 5-11) ("Final Acceptance") of the Project, the Department will generally maintain all areas of the Full Interchange that are within the Department's final limited access right-of-way, as determined by the Full Interchange final design and construction, in accordance with the Department's standard schedules for maintenance. The maintenance limits for the Full

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Interchange are currently reflected on Exhibit "C" to this Agreement, which exhibit is subject to amendment following completion of the Full Interchange. The Department's maintenance responsibilities will include:

- i) All portions of the Full Interchange located within SR 869 limited access right-of-way, except those portions identified in this Agreement as the responsibility of the County;
 - ii) All roadway features, signage and pavement striping and safety devices within the SR 869 right-of-way not assigned to the County;
 - iii) Pat Salerno Drive Bridge underdeck lighting and associated load centers located within the SR 869 right-of-way and roadway lighting on Ramps D-1 and D-2 up to the physical gore with Pat Salerno Drive;
 - iv) All portions of the Turnpike ITS system, regardless of location;
 - v) Interchange Ramp D1 retaining walls beginning within the SR 869 right-of-way and extending to the physical gore with Pat Salerno Drive;
 - vi) Interchange Ramp D2 retaining walls, with left side of ramp beginning at the physical gore with Pat Salerno Drive, and with the right side of ramp beginning at the beginning of the retaining wall along Pat Salerno Drive; and
 - vii) The turf located within the SR 869 right-of-way as depicted on Exhibit "C" (subject to amendment following completion of the Full Interchange).
- j. Upon Final Acceptance of the Project, any portion of the Local Right-of-Way Contribution Parcels not required for the safe operation or maintenance of the Turnpike System (as determined by the Department) will be returned to the County. The Department will also convey by Quit Claim Deed to the County, and the County agrees to accept from the Department, Parcel No. 118B and Parcel No. 116B (depicted on sheet 2 of Exhibit "B," and more particularly described in Attachments 1 and 2 of Exhibit "B"), which thereafter the County will own, operate, and maintain (or which the County will own and operate, but for which the Department will have some limited maintenance responsibility to the extent agreed in this Agreement). The Department will also assign to the County any warranties it obtains in accordance with Department specifications for the improvements constructed on the Pat Salerno Drive right-of-way that will be owned by the County, except that the Department may retain warranties relating solely to improvements which the Department has agreed in this Agreement to maintain.
- k. The Department shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Department standards.

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l. The Department shall notify the County at least fourteen (14) days before final inspection and acceptance of the construction work under this Agreement that is related to those areas of the Full Interchange for which ownership and/or maintenance responsibility is assigned to the County, as depicted on Exhibit "C," including the areas of Pat Salerno Drive that are constructed or reconstructed as part of the Full Interchange project, and permit the County to provide punch list items to the Department for resolution with Department's construction contractor.

m. Upon Final Acceptance of the Project, the Department shall provide the County with a copy of the Construction Compliance with Specifications and Plans form.

4. County Responsibilities:

As conditions to the Department's responsibilities under this Agreement:

a. Pursuant to the terms of a Locally Funded Agreement (the "Locally Funded Agreement") to be entered into between the Department and the County contemporaneous with this Agreement, the County shall contribute the additional sum of Twenty-Six Million Dollars (\$26,000,000) to the Department, which, together with the \$3,000,000 previously contributed by the County pursuant to the Locally Funded Agreement dated December 2, 2020, will constitute the funding to be provided by the County for the Full Interchange (the "Local Share"). The County's Local Share contribution will not be subject to reduction at any time and will not be refundable. The Local Share amount in excess of the \$3,000,000 previously contributed will be due as provided in the Locally Funded Agreement: \$4,000,000 within thirty (30) days after the Effective Date of the Locally Funded Agreement, an additional \$2,000,000 within six (6) months after the Effective Date of the Locally Funded Agreement, and the remaining \$20,000,000 no later than fourteen (14) days before advertisement by the Department for bids on the construction contract for the Project. Timely performance by the County of its obligation to contribute the Local Share to the Department is a material condition to the Department's performance under this Agreement.

If the County fails to timely contribute the Local Share to the Department in accordance with the terms of the Locally Funded Agreement, the Department may terminate this Agreement, which termination shall only be effective if the County has failed to contribute the Local Share to the Department in accordance with the terms of the Locally Funded Agreement within thirty (30) days after the Department's notice of termination.

b. On or before the date that is twelve (12) months after the date the Department provides the County with the right-of-way maps for the Full Interchange, the County shall contribute to the Department, for no compensation, the following parcels, as limited access right-of-way (the "Local Right-of-Way Contribution Parcels"), identified in Exhibit "B" to this Agreement, for utilization by the Department, its employees, consultants, and contractors in designing, constructing, operating, and maintaining the Full Interchange:

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- i) for drainage retentions swales 2-S and 3-S:
 1. Parcel No. 114 consisting of an aggregate 19.365 acres depicted on sheets 1-2 of Exhibit "B," and more particularly described in Attachment 5 of Exhibit "B".
- ii) for the northbound off-ramp to Pat Salerno Drive and the northbound on-ramp to SR 869:
 1. Parcel No. 105: a partial acquisition of 0.730 acres together with the Pat Salerno Drive southerly limited access line depicted on sheet 2 of Exhibit "B," and more particularly described in Attachment 6 of Exhibit "B;" and,
 2. Parcel No. 117A and Parcel No. 117B: a donation of 0.629 acres (Parcel No. 117A) and a donation of 0.504 acres (Parcel No. 117B) from the County, together with the northerly limited access right-of-way line along the westbound Pat Salerno Drive to northbound on-ramp to SR 869, depicted on sheet 2 of Exhibit "B," and more particularly described in Attachment 7 of Exhibit "B."

The acquisition of the Local Right-of-Way Contribution Parcels shall be accomplished in accordance with all applicable federal and state laws, but without the use of any federal funds. At its sole cost and expense, the County shall deliver to the Department a recordable County Deed, in conformance with Section 125.411, Florida Statutes, conveying the Local Right-of-Way Contribution Parcels to the Department free and clear of all liens, mortgages, and encumbrances, unless otherwise approved in writing by the Department. The deed to the Department shall include all rights of ingress, egress, light, air, and view. At its sole cost and expense, the County shall also deliver to the Department an Owner's Marketable Title Insurance Commitment issued by a title insurance underwriter licensed to conduct business in the State of Florida, for the Local Right-of-Way Contribution Parcels in the amount of the present fair market value of the Local Right-of-Way Contribution Parcels, naming the Department as insured.

Timely performance by the County of its obligation to convey the Local Right-of-Way Contribution Parcels to the Department is a material condition to the Department's performance under this Agreement. If the County fails to timely convey the Local Right-of-Way Contribution Parcels to the Department in accordance with the terms of this Agreement, the Department may terminate this Agreement, which termination shall only be effective if the County has failed to convey the Local Right-of-Way Contribution Parcels to the Department in accordance with the terms of this Agreement within thirty (30) days after the Department's notice of termination.

c. The County shall be responsible, at no cost to the Department, for the removal and relocation of all easements, plats, utility facilities, and other encumbrances on the property included in the Local Right-of-Way Contribution Parcels. With respect to utilities that the

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Department concurs may remain on the Local Right-of-Way Contribution Parcels, in lieu of removing and relocating such utility facilities the County may alternatively provide the Department with the agreement of the owner of each such utility facility to subordinate their interest or rights in the Local Right-of-Way Contribution Parcels to that of the Department, in a form acceptable to the Department.

d. The County shall not use any federal funds to provide the Local Share to the Department or to acquire or transfer the Local Right-of-Way Contribution Parcels to the Department. Receipt or use of federal funds by the County in acquiring or transferring any portion of the Local Right-of-Way Contribution Parcels or providing any funding for the Full Interchange to the County shall be deemed to be receipt and use of federal funds by the County. The receipt of federal funds by the County for use in acquiring or transferring the Local Right-of-Way Contribution Parcels, or otherwise for use in connection with the Full Interchange, shall constitute a material alteration of this Agreement and Department shall have the right at its discretion to terminate this Agreement.

e. The County will assist and support the Department during all phases of the Project in coordinating with permitting agencies to address environmental mitigation and secure environmental clearances (including removal of existing conservation easements and permit maintenance and operation responsibilities) associated with the acquisition and transfer of new right-of-way needed for the Project. The County shall ensure that the Local Right-of-Way Contribution Parcels are free and clear of any hazardous materials, toxins, contaminants, and pollutants the presence or discharge of which is controlled or regulated under any federal or state law.

f. Any construction and maintenance costs associated with aesthetic enhancements requested by the County over and above Department guidelines, if agreed to by the Department, shall be the responsibility of the County. If the County requests such enhancements, the Department will request the contractor for the Project to provide such enhancements only after the County has made the necessary arrangements with the Department to provide the additional funding in accordance with the Department's funding requirements, and after the County has executed a maintenance agreement for the enhancements.

g. The County will provide the Department with any design information in its possession that shows the alignment, cross section, and plan view of the existing Pat Salerno Drive improvements within the boundaries of the Full Interchange.

h. The County will provide the Department and its consultants and contractors, at no cost to the Department, its contractors or consultants, access and any additional authorization required by the County for alteration of Pat Salerno Drive in the area of the Full Interchange and harmonization of Pat Salerno Drive with the improvements constructed as part of the Full Interchange. Upon request, the County will enter into a Memorandum of Agreement with the Department under which the County will provide the Department, and the Department's

contractors and consultants, with all rights necessary to enter onto any property owned by the County and all approvals of the County necessary in order to perform the work required to design and construct the Full Interchange, at no cost to the Department, its contractors or consultants. The County shall ensure that all County owned property needed for the Full Interchange is free and clear of any liens or other encumbrances that would prevent its use for the purpose of the Full Interchange.

i. Upon Final Acceptance by the Department, the County (either itself, or by the City), and at no cost to the Department, shall own, operate, and maintain, as applicable, those areas of the Full Interchange for which ownership and/or maintenance responsibility is assigned to the County, as depicted on Exhibit "C," including the areas of Pat Salerno Drive that are constructed or reconstructed as part of the Full Interchange project, as such exhibit may be later amended. The County's maintenance responsibilities will include:

- i) Pat Salerno Drive right-of-way, roadway, and all roadway features, to the east approach slab of Pat Salerno Drive Bridge over SR 869;
- ii) All signalization, signalization communications devices and fiber lines, and associated signalization structures including mast arm assemblies and foundations, and equipment located at the Pat Salerno Drive – collector-distributor road intersection or on the Pat Salerno Drive Bridge; including any future improvements to the configuration, protection, or operation of signal improvements in accordance with the Traffic Signal Maintenance and Compensation Agreement (TSMCA) previously executed between the County and the Department which shall be amended to include the traffic signals constructed as part of the Pat Salerno Full Interchange;
- iii) All roadway signage located within the Pat Salerno Drive right-of-way;
- iv) All roadway lighting along Pat Salerno Drive including associated load centers located within County right-of-way;
- v) Pat Salerno Drive Pond 1 and associated right-of-way;
- vi) Pat Salerno Drive retaining walls; and
- vii) Portions of the turf and landscaping located within the Pat Salerno Drive right-of-way.

The County shall notify the Florida's Turnpike Enterprise Permits Office at least 48 hours (two working days) prior to performing any routine or periodic maintenance that may be required on portions of Pat Salerno Drive (if impacting Department right-of-way), collector-distributor road signalization, and all other County items of responsibility located within the Department's right-of-way. The Florida's Turnpike Enterprise Permits Office will review the County's proposed work activities and traffic control plan for compliance with

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Department Standards and Specifications. No additional access points will be granted for the purpose of maintenance within the final Department limited access right-of-way.

j. Upon Final Acceptance of the Project by the Department, the County will be responsible for complying with all environmental regulatory permits applicable to those areas of the Full Interchange for which ownership and/or maintenance responsibility is assigned to the County as depicted on Exhibit "C" (as such exhibit may be amended), including the areas of Pat Salerno Drive that are constructed or reconstructed as part of the Full Interchange project. Upon completion of construction of the Full Interchange, the County will assist the Department in securing a modification to any environmental regulatory permits issued for the Project to reassign to the County all permit terms and conditions applicable to those areas of the Full Interchange for which ownership is assigned to the County as depicted on Exhibit "C" (as such exhibit may be amended).

5. Section 339.135(6)(a), Florida Statutes:

The requirements of Section 339.135(6)(a), Florida Statutes are incorporated in this Agreement:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

6. Term:

This Agreement shall be effective as of the date above first written by the Department (the "Effective Date") and, unless earlier terminated by mutual written consent of the Parties or by the Department as provided herein, shall extend through the date that is three hundred sixty (360) days after final payment has been made to the Department's consultants and contractors for the Full Interchange. If this Agreement is terminated by the Department prior to the commencement of construction of the Full Interchange, the Department will reconvey to the County, by quitclaim deed, any portion of the Local Right-of-Way Contribution actually received by the Department from the County. In addition, property acquired by the Department pursuant to section 3.b. of this Agreement will be part of the Turnpike System upon acquisition and will not be conveyed to the County.

Upon termination of this Agreement for any reason, the County shall have no claim against the Department for the return of any portion of the Local Share. Notwithstanding any termination,

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terms which by express terms and context are intended to survive the performance, termination or expiration of this Agreement shall so survive.

7. Revenue Rights and Access:

a. All revenue generated by the Full Interchange shall be the sole property of the Department.

b. Neither the County nor any person claiming through the County shall have any claim to revenues generated by the Full Interchange, or shall take any action which would be in contravention of any Department bond resolution or indenture or which would impair the integrity of any bond covenant of the Department.

c. No access to the Full Interchange or the remainder of the Project, other than at public access points which are subject to the same conditions as all other public users, shall be had by the County or any person claiming through the County.

8. Miscellaneous:

a. Any amendment to or modification of this Agreement or any alteration, extension, supplement, or change of time or scope of work shall be in writing and signed by both Parties.

b. No waiver by either Party of any failure by the other Party to timely perform any of its obligations under this Agreement, shall be construed as a waiver of any succeeding failure of the defaulting Party to perform or as a waiver of the defaulting Party's obligations under this Agreement.

c. Any notice or other document which either Party is required to give or deliver to the other under the terms of this Agreement shall be given in writing and delivered personally or sent to:

TO DEPARTMENT:

TO COUNTY:

Executive Director
Florida's Turnpike Enterprise
Turnpike Headquarters - Bldg. 5315
P.O. Box 613069
Ocoee, FL 34761-3069

County Administrator
Broward County
115 S. Andrews Avenue, Room 409
Ft. Lauderdale, FL 33301-4800

With a copy to:

Florida's Turnpike Chief Counsel
Turnpike Headquarters -Bldg. 5315
P.O. Box 613069
Ocoee, FL 34761-3069

County Attorney
Broward County
115 S. Andrews Avenue, Room 423
Ft. Lauderdale, FL 33301-4800

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Notice shall be deemed to have been given upon mailing in the United States mail to the appropriate address(es) provided above, or upon delivery to the identified (if hand delivered).

d. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement shall lie exclusively in the Circuit Court in and for Leon County, Florida.

e. Public Records:

The Department may cancel this Agreement for refusal of the County to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or reviewed by the County in conjunction with this Agreement.

f. Nothing in this Agreement shall prevent the Parties from entering into third-party agreements that require third parties to assist the Parties with their obligations under this Agreement; provided, however, such third-party agreements shall not in any manner relieve the Parties of their obligations under this Agreement. Neither the Department nor the County shall be obligated or liable hereunder to any person or entity not a party to this Agreement. This Agreement confers no rights on any third party and shall not create any other third-party beneficiary under this Agreement, nor shall this Agreement authorize anyone not a party to this Agreement to maintain a suit against the Department or the County pursuant to the terms of this Agreement.

g. To the extent this Agreement authorizes or requires one of the parties to enter onto or occupy the other Party's right-of-way following completion of the Full Interchange, neither Party will acquire any right, title, interest or estate in the other Party's right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, each Party's use, occupancy, maintenance, or possession of the other Party's right of way. Each Party agrees to grant reasonable access to its right-of-way for the purpose of maintaining their respective facilities. Work affecting use of the roadway will be pursued under the requirements of the Party with jurisdiction over the affected area.

h. This Agreement shall be binding upon the Parties, their successors and assigns. This Agreement may not be assigned by the County.

i. This Agreement may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

j. THE COUNTY AND THE DEPARTMENT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AND FOR ANY COUNTERCLAIM THEREIN.

k. Sovereign Immunity:

Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County or the Department, nor shall anything included herein be construed as consent by County or the Department to be sued by third parties in any matter arising out of this Agreement.

l. Severability:

If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

m. Together with the Locally Funded Agreement between the Parties dated December 2, 2020, and the Locally Funded Agreement to be executed contemporaneous with this Agreement, this Agreement is the entire agreement between the Parties and incorporates and supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and therein, and the parties hereto agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, the Locally Funded Agreement between the Parties dated December 2, 2020, and the Locally Funded Agreement to be executed contemporaneous with this Agreement. No deviation from the terms of this Agreement shall be predicated upon any prior representation or agreements whether oral or written. Notwithstanding this paragraph, except to the extent (if any) the terms of this Agreement explicitly conflict with the terms of that certain Turnpike Sawgrass Arena Ramps/Right of Way Agreement dated August 12, 1997 (the "Arena Ramps Agreement"), nothing in this Agreement shall be construed to affect the rights and obligations of the Parties under the Arena Ramps Agreement.

[SIGNATURE PAGE FOLLOWS ON THE NEXT PAGE]

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IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement effective as of the Effective Date described above: BROWARD COUNTY, FLORIDA, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 20__, and STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, signing by and through its _____, duly authorized to execute same.

County

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By _____
Mayor/Vice-Mayor

____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By _____
Al DiCalvo (Date)
Senior Assistant County Attorney

By _____
Annika Ashton (Date)
Deputy County Attorney

Department

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: Nicola A. Liquori
Nicola Liquori, Executive Director and CEO
Florida's Turnpike Enterprise

16 day of May, 2023

Approval:

[Signature] 5-16-23
Office of the General Counsel (Date)

EXHIBIT "A"

DEPICTION OF FULL INTERCHANGE



EXHIBIT "B"

ROADWAY PLAN AND RIGHT-OF-WAY PARCELS - SHEET 1

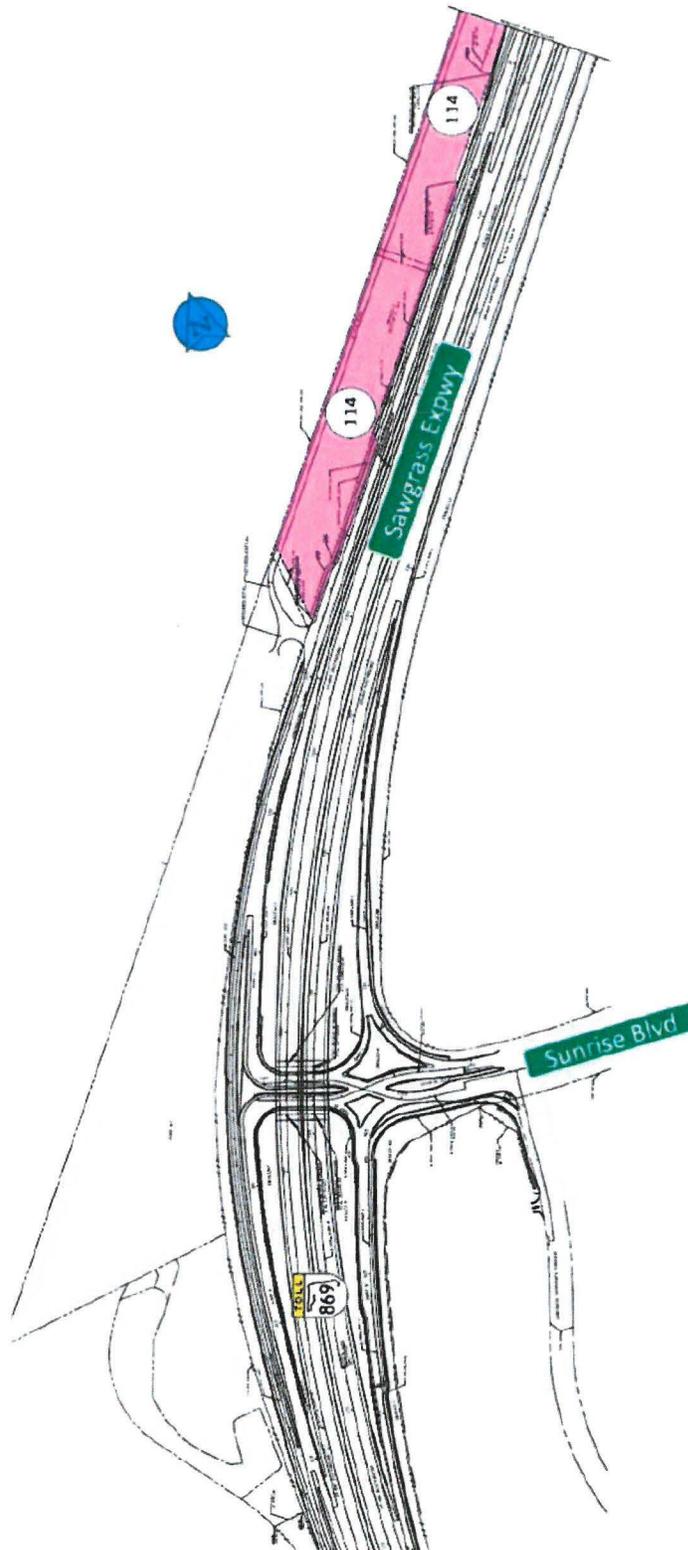


EXHIBIT "B"

ROADWAY PLAN AND RIGHT-OF-WAY PARCELS - SHEET 2

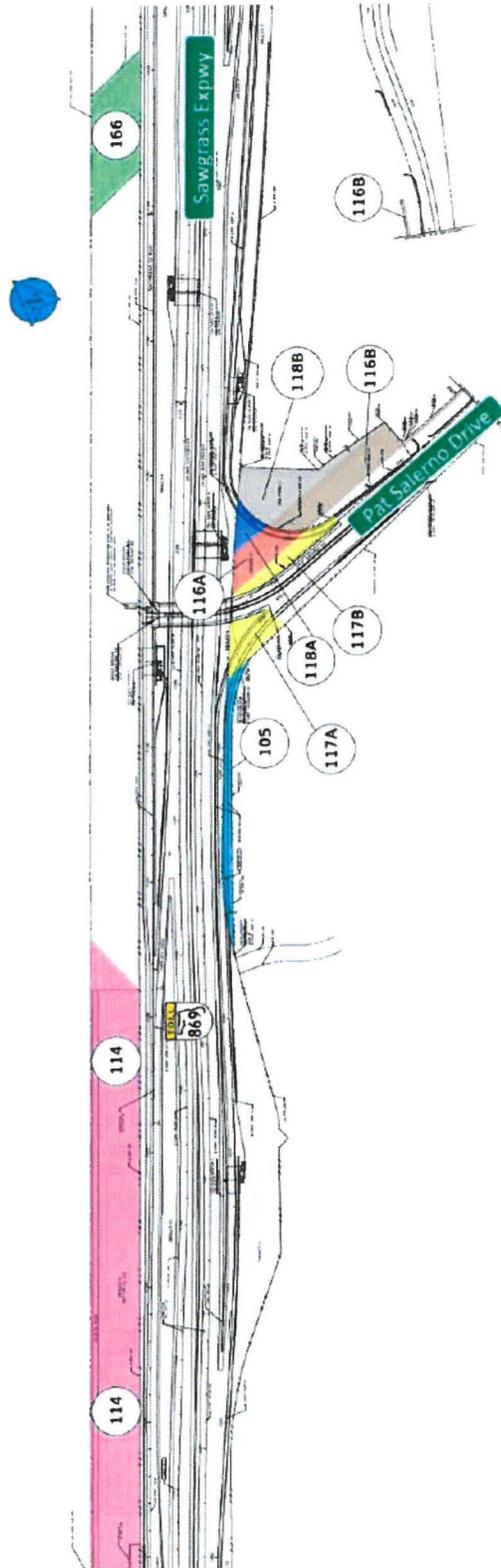


EXHIBIT "B"

ROADWAY PLAN AND RIGHT-OF-WAY PARCELS - SHEET 3

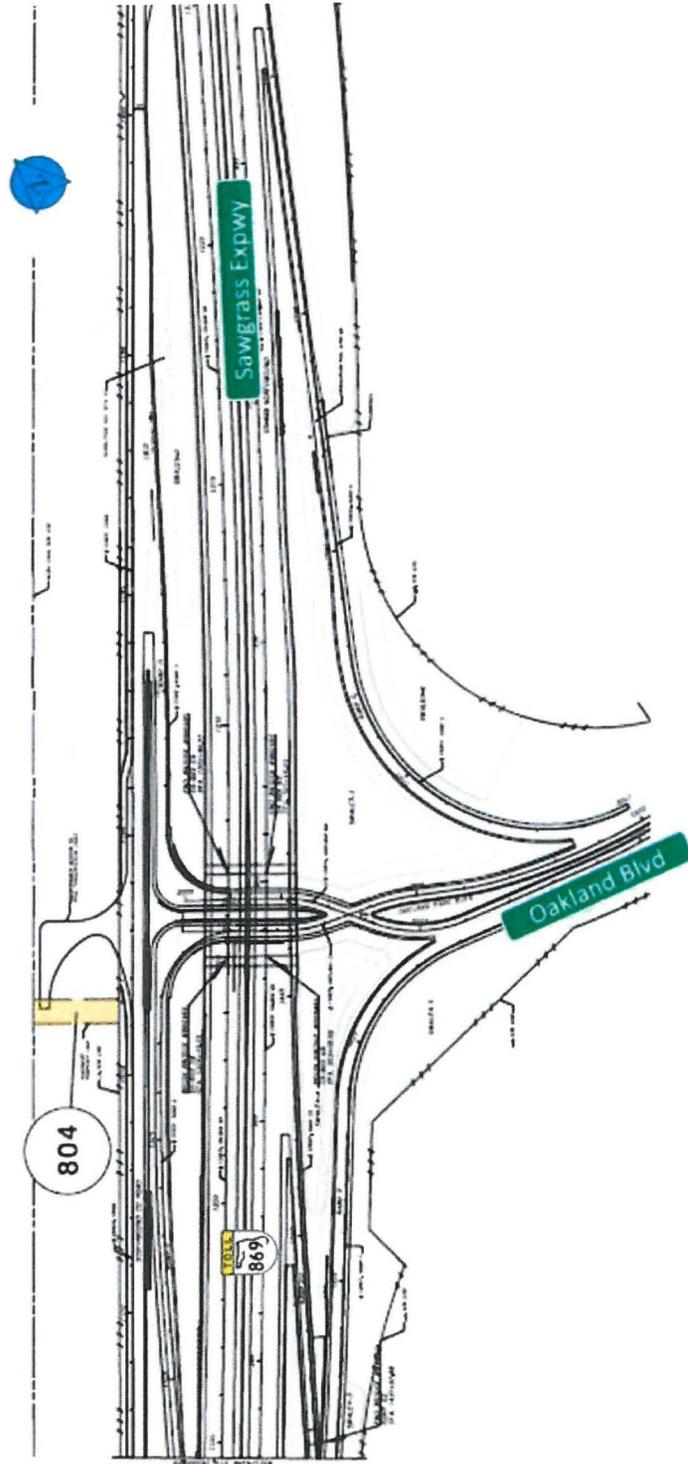


EXHIBIT "B"
ATTACHMENT 1

PARCEL NO. 118
F.P. ID 437155-1
STATE ROAD NO. 869
SAWGRASS EXPRESSWAY
COUNTY: BROWARD

FEE SIMPLE LIMITED ACCESS RIGHT OF WAY
PART "A"

A portion of Parcel "A", GREATON PLAT NO. 1, according to the plat thereof, as recorded in Plat Book 161, Page 14, and a portion of Parcel "A", SAWGRASS LAKES, according to the plat thereof, as recorded in Plat Book 154, Page 2, of the Public Records of Broward County, Florida, lying in Section 23, Township 49 South, Range 40 East, Broward County, Florida, being more particularly described as follows:

Commence at the South One-Quarter (S. 1/4) corner of said Section 23; thence North 88°40'46" West along the South line of the Southwest One-Quarter (S.W. 1/4) of said Section 23, a distance of 1,591.45 feet to the Southeasterly Limited Access Right of Way of State Road No. 869 (Sawgrass/Deerfield Expressway), being a point on a curve concave Southeasterly, having a chord bearing of North 47°57'00" East; thence Northeasterly along said Southeasterly Limited Access Right of Way line and said curve, having a radius of 24,395.33 feet, through a central angle of 01°05'13", an arc distance of 462.83 feet to the POINT OF BEGINNING; thence continue Northeasterly along said Southeasterly Limited Access Right of Way line of State Road No. 869 (Sawgrass/Deerfield Expressway) and said curve concave Southeasterly, having a chord bearing of North 48°44'39" East, having a radius of 24,395.33 feet, through a central angle of 00°30'04", an arc distance of 213.34 feet to a point on said curve, being a point on a curve concave Easterly, having a chord bearing of South 01°30'17" East; thence departing said Southeasterly Limited Access Right of Way line, run Southerly along said curve, having a radius of 230.25 feet, through a central angle of 38°47'16", an arc distance of 155.87 feet to a point on said curve; thence North 85°45'46" West, a distance of 164.85 feet to the POINT OF BEGINNING.

Together with all rights of ingress, egress, light, air and view between grantor's remaining property and any facility constructed on the above described property.

Containing 11,234 square feet, more or less.

TOGETHER WITH:

**FEE SIMPLE RIGHT OF WAY
PART "B"**

A portion of Parcel "A", GREATON PLAT NO. 1, according to the plat thereof, as recorded in Plat Book 161, Page 14, and a portion of Parcel "A", SAWGRASS LAKES, according to the plat thereof, as recorded in Plat Book 154, Page 2, of the Public Records of Broward County, Florida, lying in Section 23, Township 49 South, Range 40 East, Broward County, Florida, being more particularly described as follows:

Commence at the South One-Quarter (S. 1/4) corner of said Section 23; thence North 88°40'46" West along the South line of the Southwest One-Quarter (S.W. 1/4) of said Section 23, a distance of 1,591.45 feet to the Southeasterly Limited Access Right of Way of State Road No. 869 (Sawgrass/Deerfield Expressway), being a point on a curve concave Southeasterly, having a chord bearing of North 48°12'02" East; thence Northeasterly along said Southeasterly Limited Access Right of Way line and said curve, having a radius of 24,395.33 feet, through a central angle of 01°35'17", an arc distance of 676.17 feet to the POINT OF BEGINNING; thence continue Northeasterly along said Southeasterly Limited Access Right of Way line of State Road No. 869 (Sawgrass/Deerfield Expressway) and said curve concave Southeasterly, having a chord bearing of North 49°07'35" East, having a radius of 24,395.33 feet, through a central angle of 00°15'48", an arc distance of 112.13 feet to a point on said curve; thence South 42°33'13" East departing said Southeasterly Limited Access Right of Way line, a distance of 288.05 feet; thence South 82°56'10" East, a distance of 69.97 feet; thence South 79°22'01" East, a distance of 231.93 feet; thence South 04°14'14" West, a distance of 5.08 feet; thence North 85°45'46" West, a distance of 574.15 feet to a point on a curve concave Easterly, having a chord bearing of North 01°30'17" West; thence run Northerly along said curve, having a radius of 230.25 feet, through a central angle of 38°47'16", an arc distance of 155.87 feet to the end of said curve, and the POINT OF BEGINNING.

Containing 1.141 acres, more or less.

Containing in aggregate 1.399 acres, more or less.

EXHIBIT "B"
ATTACHMENT 2

PARCEL NO. 116
F.P. ID 437155-1
STATE ROAD NO. 869
SAWGRASS EXPRESSWAY
COUNTY: BROWARD

FEE SIMPLE LIMITED ACCESS RIGHT OF WAY
PART "A"

A portion of Tract "A", GREATON PLAT NO. 1, according to the plat thereof, as recorded in Plat Book 161, Page 14, and a portion of Parcel "B", SAWGRASS LAKES, according to the plat thereof, as recorded in Plat Book 154, Page 2, of the Public Records of Broward County, Florida, lying in Section 23, Township 49 South, Range 40 East, Broward County, Florida, being more particularly described as follows:

COMMENCE at the South One-Quarter (S. 1/4) corner of said Section 23; thence North 88°40'46" West along the South line of the Southwest One-Quarter (S.W. 1/4) of said Section 23, a distance of 1,591.45 feet to the Southeasterly Limited Access Right of Way of State Road No. 869 (Sawgrass/Deerfield Expressway), being a point on a curve concave Southeasterly, having a chord bearing of North 47°46'25" East; thence Northeasterly along said Southeasterly Limited Access Right of Way of State Road No. 869 (Sawgrass/Deerfield Expressway) and said curve, having a radius of 24,395.33 feet, through a central angle of 00°44'04", an arc distance of 312.71 feet to the **POINT OF BEGINNING**; thence South 85°45'46" East departing said Southeasterly Limited Access Right of Way of State Road No. 869 (Sawgrass/Deerfield Expressway), a distance of 374.16 feet to a point on a curve concave Northeasterly, having a chord bearing of North 39°57'54" West; thence Northwesterly along said curve, having a radius of 230.25 feet, through a central angle of 38°07'58", an arc distance of 153.24 feet to a point on said curve; thence North 85°45'46" West, a distance of 164.85 feet to said Southeasterly Limited Access Right of Way of State Road No. 869 (Sawgrass/Deerfield Expressway), being a point on a curve concave Southeasterly, having a chord bearing of South 48°19'02" West; thence Southwesterly along said Southeasterly Limited Access Right of Way of State Road No. 869 (Sawgrass/Deerfield Expressway) and said curve, having a radius of 24,395.33 feet, through a central angle of

00°21'09", an arc distance of 150.12 feet to a point on said curve, and the **POINT OF BEGINNING**.

Together with all rights of ingress, egress, light, air and view between grantor's remaining property and any facility constructed on the above described property.

Containing 0.638 acres, more or less.

TOGETHER WITH:

**FEE SIMPLE RIGHT OF WAY
PART "B"**

A portion of Tract "A", GREATON PLAT NO. 1, according to the plat thereof, as recorded in Plat Book 161, Page 14, and a portion of Parcel "B", SAWGRASS LAKES, according to the plat thereof, as recorded in Plat Book 154, Page 2, of the Public Records of Broward County, Florida, lying in Section 23, Township 49 South, Range 40 East, Broward County, Florida, being more particularly described as follows:

COMMENCE at the South One-Quarter (S. 1/4) corner of said Section 23; thence North 88°40'46" West along the South line of the Southwest One-Quarter (S.W. 1/4) of said Section 23, a distance of 1,591.45 feet to the Southeasterly Limited Access Right of Way of State Road No. 869 (Sawgrass/Deerfield Expressway), being a point on a curve concave Southeasterly, having a chord bearing of North 47°46'25" East; thence Northeasterly along said Southeasterly Limited Access Right of Way of State Road No. 869 (Sawgrass/Deerfield Expressway) and said curve, having a radius of 24,395.33 feet, through a central angle of 00°44'04", an arc distance of 312.71 feet to a point on said curve; thence South 85°45'46" East departing said Southeasterly Limited Access Right of Way of State Road No. 869 (Sawgrass/Deerfield Expressway), a distance of 374.16 feet to the **POINT OF BEGINNING**; thence continue South 85°45'46" East, a distance of 466.60 feet; thence South 04°14'14" West, a distance of 1.00 feet; thence South 85°45'46" East, a distance of 140.38 feet to the point of curvature of a curve concave Northerly, having a chord bearing of North 89°36'04" East; thence Easterly along said curve, having a radius of 1,802.86 feet, through a central angle 09°16'20", an arc distance of 291.76 feet to the end of said curve; thence North 04°26'06" East, a distance of 14.19 feet to the beginning of a non-tangent curve concave Northerly, having a chord bearing of South 89°33'49" West; thence

Westerly along said curve, having a radius of 1,788.86 feet, through a central angle of $09^{\circ}20'49''$, an arc distance of 291.83 feet to the end of said curve; thence North $85^{\circ}45'46''$ West, a distance of 120.38 feet; thence North $04^{\circ}14'14''$ East, a distance of 1.00 feet; thence North $85^{\circ}45'46''$ West, a distance of 17.33 feet; thence North $04^{\circ}14'14''$ East, a distance of 93.84 feet; thence North $85^{\circ}45'46''$ West, a distance of 574.15 feet to a point on a curve concave Northeasterly, having a chord bearing of South $39^{\circ}57'54''$ East; thence Southeasterly along said curve, having a radius of 230.25 feet, through a central angle of $38^{\circ}07'58''$, an arc distance of 153.24 feet to a point on said curve and the **POINT OF BEGINNING**.

Containing 1.460 acres, more or less.

Containing in aggregate 2.098 acres, more or less.

EXHIBIT "B"
ATTACHMENT 3

PARCEL NO. 804
F.P. ID 437155-1
STATE ROAD NO. 869
SAWGRASS EXPRESSWAY
COUNTY: BROWARD

PERPETUAL EASEMENT
Drainage

A portion of Tracts 11 & 12, FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the plat thereof, as recorded in Plat Book 2, Page 17, of the Public Records of Broward County, Florida, lying in Section 23, Township 49 South, Range 40 East, Broward County, Florida, being more particularly described as follows:

Commence at the Northeast One-Quarter (N.E. 1/4) corner of said Section 23; thence South 00°16'27" West along the East line of the Northeast One-Quarter (N.E. 1/4) of said Section 23, a distance of 290.39 feet to a point on the Northwesterly Limited Access Right of Way line of State Road No. 869 (Sawgrass/Deerfield Expressway); thence South 44°50'24" West along said Northwesterly Limited Access Right of Way line of State Road No. 869 (Sawgrass/Deerfield Expressway), a distance of 1,911.29 feet to the POINT OF BEGINNING; thence North 45°09'36" West departing said Northwesterly Limited Access Right of Way line, a distance of 180.00 feet to a point on the Southeasterly Existing Canal Right of Way line; thence South 44°50'24" West along said Southeasterly Existing Canal Right of Way Line, a distance of 50.00 feet; thence South 45°09'36" East departing said Southeasterly Existing Canal Right of way line, a distance of 180.00 feet to a point on said Northwesterly Limited Access Right of Way line of State Road No. 869 (Sawgrass/Deerfield Expressway); thence North 44°50'24" East along said Northwesterly Limited Access Right of Way line of State Road No. 869 (Sawgrass/Deerfield Expressway), a distance of 50.00 feet to the POINT OF BEGINNING.

Containing 9,000 square feet, more or less.

EXHIBIT "B"
ATTACHMENT 4

PARCEL NO. 166
F.P. ID 437155-1
STATE ROAD NO. 869
SAWGRASS EXPRESSWAY
COUNTY: BROWARD

FEE SIMPLE LIMITED ACCESS RIGHT OF WAY

A portion of Tract 35, FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 2, according to the plat thereof, as recorded in Plat Book 2, Page 17, of the Public Records of Dade County, Florida, lying in Section 23, Township 49 South, Range 40 East, Broward County, Florida, being more particularly described as follows:

COMMENCE at the Southwest corner of said Section 23; thence South 88°40'46" East along the South line of said Section 23, a distance of 577.86 feet to a point on the Westerly Limited Access Right of Way line of State Road No. 869 (Sawgrass/Deerfield Expressway); thence North 44°50'24" East along said Westerly Limited Access Right of Way line of State Road No. 869 (Sawgrass/Deerfield Expressway), a distance of 2,200.78 feet to the POINT OF BEGINNING; thence continue North 44°50'24" East along said Westerly Limited Access Right of Way line of State Road No. 869 (Sawgrass/Deerfield Expressway), a distance of 439.83 feet; thence North 88°38'25" West departing said Westerly Limited Access Right of Way line, a distance of 248.06 feet to a point on the Easterly Existing Right of Way line of the Levee L-35-A Canal; thence South 44°50'25" West along said Easterly Existing Right of Way line of the Levee L-35-A Canal, a distance of 439.85 feet; thence South 88°38'36" East departing said Easterly Existing Right of Way line of said Levee L-35-A Canal, a distance of 248.08 feet to the POINT OF BEGINNING.

Containing 1.818 acres, more or less.

Together with all rights of ingress, egress, light, air and view between grantor's remaining property and any facility constructed on the above described property.

EXHIBIT "B"
ATTACHMENT 5

PARCEL NO. 114
F.P. ID 437155-1
STATE ROAD NO. 869
SAWGRASS EXPRESSWAY
COUNTY: BROWARD

FEE SIMPLE LIMITED ACCESS RIGHT OF WAY

A portion of Tracts 2, 3, 4, 5, 9, 10, 11, 33, 34, and 64, FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 2, according to the plat thereof, as recorded in Plat Book 2, Page 17, of the Public Records of Dade County, Florida, lying in Section 27, Township 49 South, Range 40 East, Broward County, Florida, being more particularly described as follows:

COMMENCE at the most Northerly corner of said Parcel "A", 70 INC - PARCEL C, according to the plat thereof, as recorded in Plat Book 157, Page 43, of the Public Records of Broward County, Florida, point also being the POINT OF BEGINNING; thence South 00°08'15" East, along the Northeast boundary line of Parcel "A", a distance of 301.07 feet to a point on the Westerly Limited Access Right of Way line of State Road No. 869 (Sawgrass/Deerfield Expressway) and the beginning of a non-tangent curve concave Southeasterly, having a chord bearing of South 47°42'18" West; thence Northeasterly along said Westerly Limited Access Right of Way line and said curve, having a radius of 5,789.58 feet, through a central angle 03°24'20", an arc distance of 344.11 feet to the end of said curve; thence along said Westerly Limited Access Right of Way line of State Road No. 869 (Sawgrass/Deerfield Expressway), as shown in Miscellaneous Plat Book 11, Page 37, of said Public Records of Broward County, the following six (6) courses:

- (1) North 44°50'24" East, a distance of 325.64 feet; thence
- (2) North 00°08'16" West, a distance of 42.44 feet; thence
- (3) North 44°50'26" East, a distance of 932.26 feet; thence
- (4) North 00°09'07" West, a distance of 28.29 feet; thence
- (5) North 44°50'24" East, a distance of 1,397.00 feet; thence
- (6) North 44°50'24" East, a distance of 1,397.02 feet to a point on the Easterly section line of said Section 27; thence North 00°11'41" West along said Easterly section line of said Section 27, a distance of 254.40 feet to a point on the Easterly Existing Right of Way line of the Levee L-35-A Canal; thence South

44°50'24" West along said Easterly Existing Right of Way line of the Levee L-35-A Canal, a distance of 4,412.39 feet to the POINT OF BEGINNING.

Containing 19.365 acres, more or less.

Together with all rights of ingress, egress, light, air and view between grantor's remaining property and any facility constructed on the above described property.

EXHIBIT "B"
ATTACHMENT 6

PARCEL NO. 105
F.P. ID 437155-1
STATE ROAD NO. 869
SAWGRASS EXPRESSWAY
COUNTY: BROWARD

FEE SIMPLE LIMITED ACCESS RIGHT OF WAY

A parcel of land lying in the West One-Half (W. 1/2), Section 26, Township 49 South, Range 40 East, being a portion of Parcels "D" "E", SAVANNAH P.U.D. PLAT 7, according to the plat thereof, as recorded in Plat Book 149, Page 3, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCE at the Northwest corner of said Section 26; thence South 88°40'46" East along the North line of said Section 26, a distance of 1,025.31 feet to the Easterly Limited Access Right of Way line of State Road No. 869 (Sawgrass/Deerfield Expressway), and the **POINT OF BEGINNING**; being a point on a curve concave Southeasterly, having a chord bearing of South 46°40'23" West; thence run Southwesterly along said Easterly Limited Access Right of Way line of State Road No. 869 (Sawgrass/Deerfield Expressway), having a radius of 24,395.33 feet, through a central angle of 01°28'02", an arc distance of 624.68 feet to a point of compound curvature of a curve concave Southeasterly, having a chord bearing of South 38°02'11" West; thence continue Southwesterly along said Easterly Limited Access Right of Way line of State Road No. 869 (Sawgrass/Deerfield Expressway), having a radius of 1,432.39 feet, through a central angle of 15°48'18", an arc distance of 395.12 feet to a point on said curve, being the beginning of a non-tangent curve concave Southeasterly, having a chord bearing of North 44°11'24" East; thence departing said Easterly Limited Access Right of Way line, run Northeasterly along said curve, having a radius of 19,187.17 feet, through a central angle of 02°30'39", an arc distance of 840.85 feet to a point of compound curvature of a curve concave Southeasterly, having a chord bearing of North 59°21'37" East; thence Northeasterly along said curve, having a radius of 544.00 feet, through a central angle of 27°49'46", an arc distance of 264.23 feet to said North line of Section 26; thence North 88°40'46" West along said North line of Section 26, a distance of 114.10 feet to the **POINT OF BEGINNING**.

Together with all rights of ingress, egress, light, air and view between grantor's remaining property and any facility constructed on the above described property.

Containing 0.730 acres, more or less.

AND:

ACCESS RIGHTS ONLY

All rights of ingress, egress, light, air and view between that tract of land described as Parcel "E" and recorded in Plat Book 149, Page 3 of the Public Records of Broward County, Florida, and lying in Sections 23 and 26, Township 49 South, Range 40 East, Broward County, Florida, and the following described line:

COMMENCE at the Northwest corner of said Section 26; thence South 88°40'46" East along the North line of said Section 26, a distance of 1,139.41 feet to the **POINT OF BEGINNING**; thence South continue 88°40'46" East, along said North line of Section 26, a distance of 906.96 feet to the **POINT OF TERMINATION** of the Limited Access Right of Way line.

EXHIBIT "B"
ATTACHMENT 7

PARCEL NO. 117
F.P. ID 437155-1
STATE ROAD NO. 869
SAWGRASS EXPRESSWAY
COUNTY: BROWARD

FEE SIMPLE LIMITED ACCESS RIGHT OF WAY
PART "A"

A portion of Tract "A", GREATON PLAT NO. 1, according to the plat thereof, as recorded in Plat Book 161, Page 14, and a portion of Parcel "B", SAWGRASS LAKES, according to the plat thereof, as recorded in Plat Book 154, Page 2, of the Public Records of Broward County, Florida, lying in Section 23, Township 49 South, Range 40 East, Broward County, Florida, being more particularly described as follows:

Commence at the South One-Quarter (S 1/4) corner of said Section 23; thence North 88°40'46" West along the South line of the Southwest One-Quarter (SW 1/4) of said Section 23, a distance of 1,297.96 feet to the **POINT OF BEGINNING**; thence continue North 88°40'46" West along said South line of the Southwest One-Quarter (SW 1/4), a distance of 293.49 feet to the Southeasterly Limited Access Right of Way of State Road No. 869 (Sawgrass/Deerfield Expressway), being a point on a curve concave Southeasterly, having a chord bearing of North 47°39'27" East; thence Northeasterly along said Southeasterly Limited Access Right of Way of State Road No. 869 (Sawgrass/Deerfield Expressway) and said curve, having a radius of 24,395.33 feet, through a central angle of 00°30'07", an arc distance of 213.72 feet to a point on said curve, and the beginning of a non-tangent curve concave Northeasterly, having a chord bearing of South 63°59'28" East; thence departing said Southeasterly Limited Access Right of Way line, run Southeasterly along said curve, having a radius of 605.33 feet, through a central angle of 12°48'54", an arc distance of 135.39 feet to the end of said curve; thence South 19°36'05" West, a distance of 2.17 feet; thence South 89°26'08" East, a distance of 21.34 feet; thence South 04°13'20" West, a distance of 89.46 feet to the **POINT OF BEGINNING**.

Together with all rights of ingress, egress, light, air and view between grantor's remaining property and any facility constructed on the above described property.

Containing 0.629 acres, more or less.

TOGETHER WITH:

**FEE SIMPLE LIMITED ACCESS RIGHT OF WAY
PART "B"**

A portion of Tract "A", GREATON PLAT NO. 1, according to the plat thereof, as recorded in Plat Book 161, Page 14, and a portion of Parcel "B", SAWGRASS LAKES, according to the plat thereof, as recorded in Plat Book 154, Page 2, of the Public Records of Broward County, Florida, lying in Section 23, Township 49 South, Range 40 East, Broward County, Florida, being more particularly described as follows:

Commence at the South One-Quarter (S 1/4) corner of said Section 23; thence North 88°40'46" West along the South line of the Southwest One-Quarter (SW 1/4) of said Section 23, a distance of 1,591.45 feet to the Southeasterly Limited Access Right of Way of State Road No. 869 (Sawgrass/Deerfield Expressway), being a point on a curve concave Southeasterly, having a chord bearing of North 47°45'48" East; thence Northeasterly along said Southeasterly Limited Access Right of Way of State Road No. 869 (Sawgrass/Deerfield Expressway) and said curve, having a radius of 24,395.33 feet, through a central angle of 00°42'53", an arc distance of 304.28 feet to a point on said curve, for a **POINT OF BEGINNING**; thence continue along last said curve concave Southeasterly and said Southeasterly Limited Access Right of Way of State Road No. 869 (Sawgrass/Deerfield Expressway), having a chord bearing of North 48°08'52" East, having a radius of 24,395.33 feet, through a central angle of 00°01'11", an arc distance of 8.43 feet to a point on said curve; thence South 85°45'46" East departing said Southeasterly Limited Access Right of Way of State Road No. 869 (Sawgrass/Deerfield Expressway), a distance of 374.16 feet to a point on a curve concave Northeasterly, having a chord bearing of South 70°28'25" East; thence Southeasterly along said curve, having a radius of 230.25 feet, through a central angle of 22°53'07", an arc distance of 91.97 feet to the end of said curve; thence South 81°45'46" East, a distance of 16.41 feet; thence South 08°21'57" West, a distance of 31.48 feet; thence North 85°44'42" West, a distance of 259.04 feet to the beginning of a non-tangent curve concave Northeasterly, having a chord bearing of North 73°01'07" West; thence Northwesterly along said curve, having a radius of 518.67 feet, through a central angle

of 25°29'19", an Arc distance of 230.73 feet to the end of said curve, and the **POINT OF BEGINNING**.

Together with all rights of ingress, egress, light, air and view between grantor's remaining property and any facility constructed on the above described property.

Containing 0.504 acres, more or less.

Containing in aggregate 1.133 acres, more or less.

AND:

ACCESS RIGHTS ONLY

All rights of ingress, egress, light, air, and view between those lands as described and recorded in Official Records Book 27278, Page 55 of the Public Records of Broward County, Florida, and lying in Section 23, Township 49 South, Range 40 East, Broward County, Florida, and the following described line:

Commence at the South One-Quarter (S. 1/4) corner of said Section 23; thence North 88°40'46" West along the South line of the Southwest One-Quarter (S.W. 1/4) of said Section 23, a distance of 1,591.45 feet to the Southeasterly Limited Access Right of Way of State Road No. 869 (Sawgrass/Deerfield Expressway), being a point on a curve concave Southeasterly, having a chord bearing of North 47°46'25" East; thence Northeasterly along said Southeasterly Limited Access Right of Way of State Road No. 869 (Sawgrass/Deerfield Expressway) and said curve, having a radius of 24,395.33 feet, through a central angle of 00°44'04", an arc distance of 312.71 feet to a point on said curve; thence South 85°45'46" East departing said Southeasterly Limited Access Right of Way of State Road No. 869 (Sawgrass/Deerfield Expressway), a distance of 374.16 feet to a point on a curve concave Northeasterly, having a chord bearing of South 70°28'25" East; thence run Southeasterly along said curve, having a radius of 230.25 feet, through a central angle of 22°53'07", an arc distance of 91.97 feet to the end of said curve; thence South 81°45'46" East, a distance of 16.41 feet to the **POINT OF BEGINNING**; thence continue South 81°45'46" East, a distance of 313.91 feet; thence South 85°45'46" East, a distance of 12.55 feet to the **POINT OF TERMINATION** of the Limited Access Right of Way line.

EXHIBIT "C" OWNERSHIP AND MAINTENANCE LIMITS

