## TRAFFIC CONTROL DEVICE INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF COOPER CITY

This Traffic Control Device Interlocal Agreement ("Agreement") between Broward County, a political subdivision of the state of Florida ("County"), and the City of Cooper City, a municipal corporation existing under the laws of the state of Florida ("City") (collectively, the "Parties"), is entered into and effective as of the date this Agreement is fully executed by the Parties (the "Effective Date").

#### RECITALS

- A. Under Section 316.006(2), Florida Statutes, municipalities have original jurisdiction over all streets and highways located within their boundaries, except state roads, and may place and maintain such traffic control devices which conform to the manual and specifications of the Florida Department of Transportation upon all streets and highways under their original jurisdiction as they shall deem necessary to carry out these statutory provisions or to regulate, warn, or guide traffic.
- B. Under Section 1.02(D) of the Broward County Charter, the County has the power and authority to accept the transfer and assume the performance of specific functions and obligations now or subsequently performed by any city whenever such city requests the performance or transfer to the County of those functions or obligations.
- C. The Parties agree that a centralized agency responsible for the planning, installation, operation, and maintenance of traffic control devices throughout the County is the most economical and efficient means of providing these necessary services.
- D. To further this objective, on December 3, 1981, the Parties entered into a Traffic Engineering Agreement ("TEA") in which City transferred to County certain functions, responsibilities, and duties pertaining to the planning, installation, operation, and maintenance of traffic control devices.
- E. On October 9, 2001, the Parties entered into a First Amendment to the TEA ("First Amendment"), in which City assumed responsibility and liability for the installation, repair, and maintenance of additional stop signs at the intersection of SW 49th Street and SW 118th Avenue.
- F. City now seeks to reclaim the responsibility and duty for the planning, installation, operation, and maintenance of traffic control devices at several intersections on SW 53rd Street within the City's jurisdictional limits.
- G. The Parties also wish to exclude the intersection of SW 49th Street and SW 118th Avenue, addressed in the First Amendment, and to clarify the functions and duties transferred and retained by the respective Parties.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## ARTICLE 1. TRANSFER OF FUNCTIONS AND DUTIES TO COUNTY

- 1.1 Subject to the exclusions in Article 13 below, City agrees to transfer to County, and County agrees to accept and perform, the following functions and duties in order to protect the welfare of the public:
  - (a) Approval of the design, placement, and installation of any of the following proposed or existing traffic control devices, in accordance with governing federal and state law, as defined by, and using the criteria included within, the latest version of the Manual on Uniform Traffic Control Devices ("MUTCD") as adopted by the state of Florida, together with any applicable standards and specifications promulgated by the Florida Department of Transportation ("FDOT") and County:
    - (1) Regulatory signs, barricades, and gates.
    - (2) Warning signs and object markers.
    - (3) Conventional guide signs, including street name signs.
    - (4) Preferential and managed lane signs, and general information signs.
    - (5) General service signs, specific service signs, tourist-oriented signs, changeable message signs, recreational and cultural interest area signs, and emergency management signs.
    - (6) Pavement markings.
    - (7) Traffic signals placed at locations necessary to control conflicting movements of vehicular, pedestrian, bicycle, and transit traffic, including those to be located at intersections, fire stations, mid-block pedestrian or multi-use crossings, or private driveways.
    - (8) Warning beacons.
    - (9) Fire rescue and transit activated signal priority systems.
    - (10) Traffic control devices for low-volume roads.

- (b) Installation of any of the following traffic control devices in accordance with governing federal and state law, as defined by, and using the criteria in, the latest version of the MUTCD adopted by the state of Florida, and any applicable standards and specifications promulgated by FDOT and County:
  - (1) Regulatory signs.
  - (2) Warning signs and object markers.
  - (3) Conventional guide signs, including street name signs.
  - (4) Preferential and managed lane signs, and general information signs.
  - (5) General service signs, specifically limited to those listed in Table 2I-1 and Figure 2I-1 in the MUTCD (and subsequent updates), excluding signs assigned to the local city for installation responsibility.
  - (6) Pavement markings in accordance with the County's pavement marking practices and standards, which excludes markings associated with on-street parking, and the transitions and terminations of the on-street parking areas.
  - (7) Warranted traffic signals at the intersections of public rights-of-ways, mid-block pedestrian or multi-use crossings, or at other locations within the public right-of-way necessary to control conflicting movements of vehicular, pedestrian, bicycle, and transit traffic. The following traffic devices are specifically excluded: traffic signals serving private driveways or roadways, governmental offices or police/fire stations, and traffic signals required as part of a development order, condition, or site plan approval requirement.
  - (8) Warning beacons that have been approved and standardized by County.
  - (9) Traffic control devices for low-volume roads.
  - (10) Traffic controls for public schools located within the public right-of-way that were not the subject of a development order condition or site plan approval requirement.
  - (11) Traffic control for railroad and light rail transit grade crossings, excluding track safety warning devices operated and maintained by the owner railroad system.

- (12) Bike lane traffic controls, including and limited to bike lane markings that have been approved and standardized for maintenance by County.
- (c) Maintenance, including repair or replacement of, and where applicable, operation of any of the following traffic control devices that have been incorporated within a County approved engineering plan, and have received a passing field inspection signed by the Director, or designee of County's Traffic Engineering Division or Highway Construction and Engineering Division:
  - (1) Regulatory signs.
  - (2) Warning signs and object markers.
  - (3) Conventional guide signs, including street name signs.
  - (4) Preferential and managed lane signs, and general information signs.
  - (5) General service signs, specifically limited to those listed in Table 2I-1 and Figure 2I-1 in the MUTCD (and subsequent updates), excluding signs installed and assigned to the local city for maintenance responsibility.
  - (6) Pavement markings that are included within the scope of the most current version of the County's pavement marking policy, excluding markings associated with on-street parking, and the transitions and terminations of the on-street parking areas.
  - (7) Traffic signals, including those located at intersections, fire-stations, mid-block pedestrian or multi-use crossings, private driveways, and other locations necessary to control conflicting movements of vehicular, pedestrian, bicycle, and transit traffic.
  - (8) Warning beacons that have been approved and standardized by County.
  - (9) Traffic control devices for low-volume roads.
  - (10) Traffic controls for school areas of public and private schools within public right-of-way.
  - (11) Traffic controls for railroad, light rail transit and streetcar grade crossings, excluding track safety warning devices operated and maintained by the owner railroad system.

- (12) Traffic markings and signs for bicycle facilities that have been approved and standardized for maintenance by County.
- (d) Implementation of "no parking," "no stopping," and "no standing" zones, or other regulations or restrictions established by local ordinance, resolution, or other official local government action through the installation of appropriate signage or pavement markings.
- (e) Establishment of work zone traffic control and maintenance of traffic procedures and standards.
- (f) Approval of the design, placement, and installation of experimental traffic controls and associated pilot programs in accordance with applicable federal, state, and local regulations. City shall submit plans for the proposed installation at least thirty (30) days before installation, and must not install any experimental traffic controls until written approval is obtained from the Director of Broward County Traffic Engineering Division ("Director").
- 1.2 County shall perform the above-described functions and duties through its Traffic Engineering Division ("Division") or any successor division which may be created. County shall be responsible for the maintenance, including repair or replacement, of the items delineated in Section 1.1 above, subject to any applicable exclusions, that have been incorporated within an approved engineering plan, and have received a passing field inspection by County staff, once County receives actual notice of the need for repair or replacement and only if repair or replacement is required as determined by the Director. It is understood and agreed that City shall have the duty and obligation to promptly notify County each time City receives actual notice of any damages, defects, malfunctions, failings, or imperfections in the installation or operation of traffic control devices, signs, markings, or signals described in this Agreement, or receives actual notice that any of said devices. signs, markings, or signals are in need of repair or replacement. City shall provide notice to County by contacting the Broward County Traffic Engineering switchboard operator at 954-847-2600. Afterward, City shall immediately follow up the verbal notice with written notice to County by e-mail at TRAFFIC@broward.org. County may unilaterally change this e-mail address by issuing notice as provided in Article 11 of this Agreement.
- 1.3 Notwithstanding the above, City retains all responsibility for the trimming, clearing, and removal of any plant growth or other obstructions that block or obstruct any traffic control device. County shall have the duty and obligation to promptly notify City when County receives actual notice of any plant growth or other obstruction of traffic control devices or signage. County shall provide notice by calling City's Public Works Department at 954-434-2300. County shall then immediately follow up the verbal notice with written notice to City by e-mail to <a href="mailto:dyoezle@coopercityfl.org">dyoezle@coopercityfl.org</a> with a copy to PublicWorks@coopercityfl.org.

- 1.4 City shall notify County of any plan that may require the installation of new, or additional traffic control devices, or the relocation or replacement of existing traffic control devices, including, but not limited to, the following types of plans: to add new city roads, to improve existing city roads, including roadway resurfacing or any project which impacts, replaces, or disturbs existing traffic control devices, or to accept transfer of road ownership from another jurisdiction or entity. The functions and obligations associated with any such new, additional, relocated or replaced traffic control devices will not transfer to County until such time as Division inspects and accepts such devices, and City executes a Bill of Sale Absolute from City to County for such devices, or until such time as City causes such Bill of Sale Absolute to be provided to County by a private developer which City requires to provide such devices in connection with a local development order.
- 1.5 For all traffic control devices installed, relocated, or replaced by City without County's prior approval, City shall, upon discovery of any such omission, immediately notify the County in accordance with Article 11. For any installation not in compliance with governing federal and state law, the criteria included within the latest version of the MUTCD and adopted by the state, or any applicable standards and specifications promulgated by FDOT and County, County may require removal, reinstallation, or replacement in order to achieve compliance. Following removal, reinstallation, or replacement, City at its sole cost agrees to restore the subject area to its original condition, or a condition acceptable to County as determined in the sole discretion of the Director.
- The final engineering decision to install or use a particular traffic control device at a particular location shall be made by County on the basis of either an engineering study or engineering judgment in conformance with the MUTCD, and any other applicable roadway and traffic design standards promulgated by FDOT and County. County shall make the final determination regarding implementation and interpretation of the standards, guidance and options provided in the MUTCD, as may be supported by state and local laws and established County policies.

# ARTICLE 2. ENCROACHMENTS

- 2.1 City shall retain the power to grant encroachments as provided by its Code of Ordinances ("Code"), subject to the right of the Division to review any proposed encroachments in order to ascertain whether the same will constitute a traffic hazard. If the Division determines that said encroachment will constitute a traffic hazard, then such encroachment agreements shall not be executed. With regard to existing encroachment agreements, the Division shall review the same at its option or at the request of the City in order to determine whether or not the encroachment constitutes traffic hazards.
- 2.2 If the Division determines that any of the encroachments constitute a traffic hazard, the Division shall notify the City, and City shall take such steps as may be necessary to remove the encroachments at City's expense.

## ARTICLE 3. RETENTION BY CITY OF RIGHTS AND POWERS NOT TRANSFERRED

It is specifically understood and agreed that all rights and powers as may be vested in City under Chapter 316, Florida Statutes, or any other law, ordinance or charter provision of City and not specifically transferred to County in this Agreement, is retained by City.

# ARTICLE 4. PAYMENT OF UTILITIES

County will be responsible for and pay utility bills for traffic control devices that the County has agreed to maintain under this Agreement, however, County will not be responsible for utility bills for street lights.

## ARTICLE 5. APPLICATION FOR STATE AND FEDERAL GRANTS BY COUNTY

City agrees to allow County to apply for and accept any state or federal grants, loans, or other programs, which may become available to County by virtue of the transfer of these functions or obligations from City to County.

## ARTICLE 6. CITY ORDINANCES TO CONFORM TO AGREEMENT

City shall make whatever changes to its Code that are necessary to fully implement the provisions of this Agreement.

## ARTICLE 7. REASONABLE REQUESTS OF CITY

- 7.1 County will consider implementation of all reasonable written requests under Section 25.128 of the County's Administrative Code for the installation of new traffic control devices within City. County further agrees to consider any other reasonable written requests of City for modification, retention, or removal of existing traffic control devices so long as such requests meet the standards set forth in the MUTCD as determined by the Division.
- 7.2 All requests will be subject to the exclusions set forth in Article 13 below.

# ARTICLE 8. INDEMNIFICATION

8.1 City shall indemnify, hold harmless, and defend County and all of County's officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including

attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of City, its officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against County or its officers, agents, servants, and employees, City shall, upon written notice from County, defend against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

- 8.2 County shall indemnify, hold harmless, and defend City and all of City's officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of County, its officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against City or its officers, agents, servants, and employees, County shall, upon written notice from City, defend against each such Claim by counsel satisfactory to City or, at City's option, pay for an attorney selected by the City Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement.
- 8.3 Nothing herein is intended to serve as a waiver of sovereign immunity by County or City nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. County and City are subject to Section 768.28, Florida Statutes, as may be amended from time to time, and the Parties agree to be fully responsible for the acts and omissions of their agents or employees to the extent permitted by law.
- 8.4 The obligations of this article shall survive the termination of this Agreement.

## ARTICLE 9. TERM AND TERMINATION

- 9.1 This Agreement may be terminated by City or County upon formal written notice given at least ninety (90) days prior to the next succeeding October 1st and will terminate 11:59 p.m. on September 30 of the year in which such notice is given. Until terminated as provided in this paragraph, this Agreement shall remain in effect.
- 9.2 Upon termination of this agreement, ownership of all traffic control devices shall

transfer to the City without further action by either party.

### ARTICLE 10. PAVEMENT MARKINGS AFTER RESURFACING OF ROADWAY

City shall install permanent pavement marking materials, either thermoplastic or preformed tape as approved by Division, and in compliance with all applicable federal, state, and local standards, on all roadway resurfacing projects performed by City or its contractors.

## ARTICLE 11. NOTICES

With the exception of notices given in accordance with the provisions of Articles 1.2 and 1.3, in order for notice to a party to be effective under this Agreement, notice must be in writing, and sent via first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for giving notice will remain the same as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

#### TO THE CITY:

Director of Public Works
City of Cooper City
9070 S.W. 51<sup>st</sup> Street
Cooper City, Florida 33329

Phone: 954-434-2300

e-mail: dyoezle@coopercityfl.org

With a copy to: City Attorney Goren, Cherof, Doody & Ezrol, P.A. 3099 East Commercial Boulevard, Suite 200 Fort Lauderdale, FL 33308

Phone: 954-771-4500

e-mail: jhorowitz@gorencherof.com

#### TO THE COUNTY:

Director of Traffic Engineering 2300 W. Commercial Boulevard Fort Lauderdale, Florida 33309

Phone: 954-847-2600 e-mail: asebo@broward.org

### ARTICLE 12. ENTIRE AGREEMENT

This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained or referenced in this written document.

## ARTICLE 13. EXCLUSIONS

The following roads and intersections are excluded from the subject matter of this Agreement:

- (a) The intersection of SW 49<sup>th</sup> Street and SW 118<sup>th</sup> Avenue, with the specific limits as detailed in Exhibit "A-1"; and
- (b) The entire section of SW 53<sup>rd</sup> Street from east of SW 101<sup>st</sup> Terrace to east of SW 106<sup>th</sup> Avenue, with the specific limits as detailed in Exhibit "A-2."

The effect of this exclusion is that City retains all functions, authority, powers, responsibilities, and duties pertaining to the planning, installation, operation, and maintenance of traffic control devices within the above described areas, and that County shall be relieved of any other obligation, responsibility, or liability otherwise imposed by this Agreement relating to the above-described areas.

## ARTICLE 14. AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of the Parties.

## ARTICLE 15. MISCELLANEOUS

- 15.1 <u>Incorporation by Reference</u>. Any and all recital clauses stated above are true and correct and are incorporated herein by reference. The attached Exhibits "A-1" and "A-2" are incorporated into and made a part of this Agreement.
- 15.2 <u>Nondiscrimination</u>. Parties shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all federal and state laws regarding nondiscrimination.
- 15.3 Compliance with Laws. Parties shall comply with all applicable laws, ordinances,

rules, regulations, and lawful orders of public authorities in carrying out this Agreement.

15.4 <u>Public Records</u>. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements pursuant to Section 119.021, Florida Statutes. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

### Section 119.0701(2)(a), Florida Statutes

IF THE CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records: Ann Borges

Mailing address: 2300 West Commercial Blvd.

Fort Lauderdale, FL 33309

**Telephone number:** 954-847-2613

Email: aborges@broward.org

IF THE COUNTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records: Kathryn Sims
Mailing address: P.O. Box 290910

Cooper City, Florida 33329-0910

**Telephone number:** (954) 434-4300 ext. 291 **Email:** KSims@coopercityfl.org

- 15.5 Governing Law and Venue. This Agreement must be interpreted and construed in accordance with and governed by the laws of the state of Florida. Venue for any litigation arising from, related to, or in connection with this Agreement shall be exclusively in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida.
- 15.6 <u>Waiver of Jury Trial</u>. For any litigation arising from, related to, or in connection with this Agreement, each party hereby knowingly, irrevocably, voluntarily, expressly, and intentionally waives its right to trial by jury.
- 15.7 <u>Joint Preparation</u>. This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either party.

- 15.8 <u>Severability</u>. 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.
- 15.9 <u>Waiver</u>. The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement will not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.
- 15.10 <u>Survival of Provisions</u>. Any terms or conditions of this Agreement that require acts beyond termination of the Agreement, survive termination of the Agreement, and remain in full force and effect unless and until the terms or conditions are completed and all will be fully enforceable by either party.
- 15.11 <u>Counterparts and Multiple Originals</u>. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which will be deemed to be an original, but all of which, taken together, will constitute one and the same Agreement.

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IN WITNESS WHEREOF, the Parties have made and executed this Agreeme		
	nty Commissioners, signing by and through its	
Mayor or Vice-Mayor, authorized to execute same by Board action on the		
	Cooper City, signing by and through its City	
Manager and Mayor duly authorized to exe	ecute same.	
COUNTY		
ATTEST:	BROWARD COUNTY, by and through its Board of County Commissioners	
	By	
Broward County Administrator, as	Mayor	
ex officio Clerk of the Broward County Board of County Commissioners	day of, 2019	
	Approved as to form by	
	Andrew J. Meyers	
	Broward County Attorney Governmental Center, Suite 423	
	115 South Andrews Avenue	
	Fort Lauderdale, Florida 33301	
	Telephone: (954) 357-7600	
	Telecopier: (954) 357-7641	
	1 1	
	- 20/14/1/1	
	By 1/2 4/8/17	
	Maya Moore (Date)	
	Assistant County Attorney	
	/W VULYN 4/1/19	
	Michael J. Kerr (Date)	
	Deputy County Attorney	

TRAFFIC CONTROL DEVICE INTERLO COUNTY AND CITY OF COOPER CITY	CAL AGREEMENT BETWEEN BROWARD
	CITY
ATTEST	CITY OF COOPER OITY
CityClerk	ByMayor-Commissioner
(Print or Type Name)	(Print or Type Name)
(Seal)	2 day of $2019$ .
	By City Manager
	(Print or Type Name)
APPROVED ÁS TO LEGAL SUFFICIEN	CY
By City Attorney (Date)	

#### EXHIBIT "A-1"

### Intersection of SW 49th Street and SW 118th Avenue

The intersection of SW 49<sup>th</sup> Street and SW 118<sup>th</sup> Avenue to be excluded from the Traffic Control Device Interlocal Agreement between the County and the City includes the portions of the following roadway segments as described below:

- 1. The entire roadway right-of-way along SW 49th Street from 545 feet west of the centerline of SW 118<sup>th</sup> Avenue to 495 feet east of the centerline of SW 118 Avenue.
- 2. The entire roadway right-of-way along SW 118 Avenue from 300 feet south of the centerline of SW 49<sup>th</sup> Street to 285 feet north of the centerline of SW 49th Street.

Prepared 05/06/2016

Exhibit "A-1" SW 49th Street and SW 118th Avenue City of Cooper City, FL

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#### EXHIBIT "A-2"

The entire section of SW 53<sup>rd</sup> Street to be excluded from the Traffic Control Device Interlocal Agreement between the County and the City includes the portions of the following roadway segments as described below:

Starting at the intersection of SW 53rd Street and SW 101st Terrace:

- 1. The entire roadway right-of-way along SW 53<sup>rd</sup> Street from the westernmost point of curvature from SW 101st Avenue to the centerline of SW 101<sup>st</sup> Terrace.
- 2. The entire roadway right-of-way along SW 101<sup>st</sup> Terrace, 125 feet from northernmost right-of-way point of curvature from SW 53<sup>rd</sup> Street.

Continuing westward to the intersection of SW 53rd Street and SW 102nd Avenue:

- 1. The entire roadway right-of-way along SW 53<sup>rd</sup> Street from the centerline of SW 101st Terrace to the centerline of SW 102<sup>nd</sup> Avenue.
- 2. The entire roadway right-of-way along SW 102<sup>nd</sup> Avenue, 125 feet from the southernmost right-of-way point of curvature from SW 53<sup>rd</sup> Street.

Continuing westward to the intersection of SW 53rd Street and SW 103rd Avenue:

- 1. The entire roadway right-of-way along SW 53<sup>rd</sup> Street from the centerline of SW 102nd Avenue to the centerline of SW 103rd Avenue.
- 2. The entire roadway right-of-way along SW 103<sup>rd</sup> Avenue, 125 feet from the southernmost right-of-way point of curvature from SW 53<sup>rd</sup> Street.

Continuing westward to the intersection of SW 53rd Street and SW 104th Avenue:

- 1. The entire roadway right-of-way along SW 53<sup>rd</sup> Street from the centerline of SW 103<sup>rd</sup> Avenue to a point 125 feet easternmost of the right-of-way point of curvature of SW 106<sup>th</sup> Avenue.
- 2. The entire roadway right-of-way along SW 104<sup>th</sup> Avenue, 125 feet from northernmost right-of-way point of curvature from SW 53<sup>rd</sup> Street.

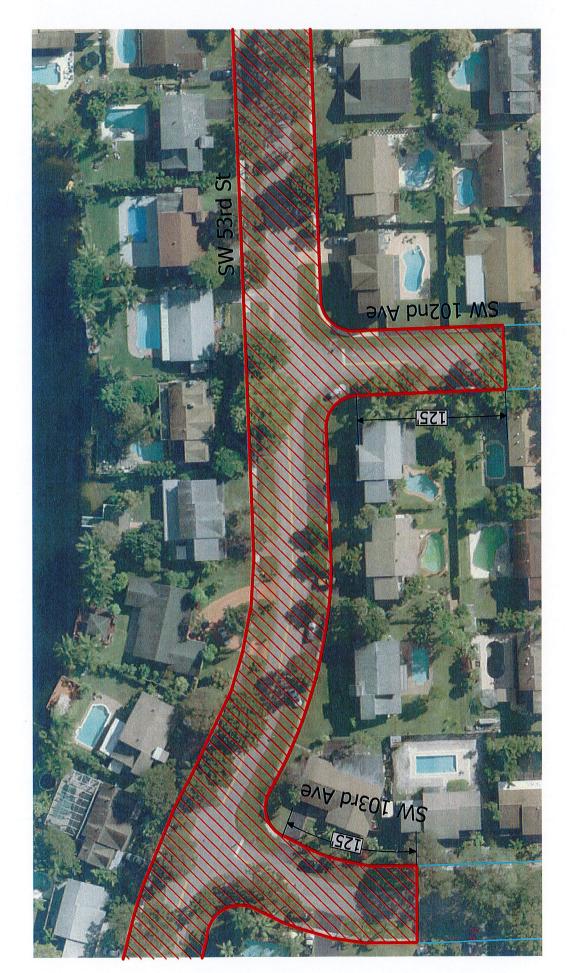
















N Prepared 05/06/2016





