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CITY OF FORT LAUDERDALE
City Commission Agenda Memo

12-2174

TO: Honorable Mayor & Members
Fort Lauderdale City Commission

FROM: Lee Feldman, City Manager

DATE: September 18, 2012

TITLE: Granting of Revocable License to New River 3 Venture, LLC for a Portion of Smoker Park for the Staging of Materials and Equipment Associated with the Construction of New River Phase III

Recommendation

The City Commission approve the Revocable License to New River 3 Venture, LLC for a Portion of Smoker Park for the Staging of Materials and Equipment Associated with the Construction of New River Phase III.

Background

Final DRC approval for New River Phase III was granted May 2, 2012 for a Development Project consisting of 17 floors (not including mechanical penthouse) with a height of 191 feet (using ULDR measurements) consisting of 209 luxury apartment units, 2,246 square foot restaurant on the ground floor, and 8,827 square feet of lobby and amenities.

New River 3 Venture, LLC is desirous of obtaining a Revocable License from the City for a portion of Smoker Park to facilitate construction of its Development Project in a safe and efficient manner and to provide adequate safety protections to the public during the construction of the Development Project.

Pursuant to a Park Easement Agreement granted to the City, Smoker Park is to be used for public park purposes by the City from sunrise to sunset, subject to a reservation of twelve (12) Events to be held in the Park as more particularly described in the Park Easement Agreement.

The CITY'S Property & Right of Way Committee reviewed New River 3 Venture, LLC's application for a Revocable License at its regular meeting of August 16, 2012 and recommended approval of same.

A copy of the proposed Revocable License is attached as Exhibit 1. The License Area is Exhibit A to the Revocable License.

Resource Impact

There is no fiscal impact associated with this action

Attachment

Exhibit 1 - Revocable License

Prepared By: Lee Feldman

Department Director: Lee Feldman

This instrument prepared by:
Robert B. Dunkel,
Assistant City Attorney
City of Fort Lauderdale
P.O. Drawer 14250
Fort Lauderdale, FL 33302-4250

REVOCABLE LICENSE

THIS IS A REVOCABLE LICENSE granted this 28 day of November 2012 by and between:

CITY OF FORT LAUDERDALE, a Florida municipal corporation,
P.O. Drawer 14250, Fort Lauderdale, FL 33302-4250, ,
hereinafter, "CITY"

and

NEW RIVER 3 VENTURE, LLC, a Delaware limited liability
company, whose principal address is 800 Brickell Avenue,
Penthouse I, Miami, FL 33131, FEI/EIN Number 453450964, its
successors and assigns, hereinafter, "LICENSEE"

RECITALS

A. An Agreement of Lease dated June 2, 1992 ("Lease") was entered into between BROWARD COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, as Lessor and RIVERVIEW OF FORT LAUDERDALE, LTD. ("RIVERVIEW") a Florida Limited Partnership, and a Memorandum of Lease has been recorded at Official Records Book 19706, Page 576 of the Public Records of Broward County, Florida¹.

B. The Lease was amended by the following actions: (i) First Amendment to Lease dated June 28, 1993, between BROWARD COUNTY and RIVERVIEW ("First Amendment"); (ii) Second Amendment to Lease dated September 2, 1993 ("Second Amendment") between BROWARD COUNTY and RIVERVIEW; (iii) Third Amendment to Lease dated November 20, 1993 between BROWARD COUNTY and RIVERVIEW; (iv) Fourth Amendment to Lease dated November 15, 1994 between BROWARD COUNTY and RIVERVIEW; (v) Fifth Amendment Lease dated January 9, 1996 between BROWARD COUNTY and RIVERVIEW; (vi) Sixth Amendment to Lease dated May 28, 1996 between BROWARD COUNTY and RIVERVIEW; and (vii) Seventh Amendment to Lease dated December 3, 2003, as assigned by Assignment

¹ As used herein references to Official Records Book and Page number refer to the Public Records of Broward County, Florida, unless specified otherwise.

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and Assumption of Ground Lease dated October 28, 1996 (the Lease as amended is referred to as "Amended Lease").

C. The Amended Lease was assigned to and assumed by NEW RIVER ASSOCIATES, LTD. ("ASSOCIATES") by aforementioned Assignment and Assumption of Ground Lease recorded at Official Records Book 25592, Page 83.

D. A Designation of Independent Parcel by Lessee dated March 25, 2003, was recorded at Official Records Book 40635, Page 530 to create an independent parcel ("PHASE III PROPERTY").

E. The PHASE III PROPERTY was amended by Amendment to Designation of Independent Parcels dated October 28, 2008, recorded at Official Records Book 45780, Page 1460, which amended the PHASE III PROPERTY to substitute a new property description as defined therein ("NEW PHASE III PROPERTY") and also designated all of Assignor's rights under Section 40 of the Second Amendment being all of the Remaining Parking Spaces as defined in the above-reference designation, together with all remaining rights under Section 40 of the Lease other than the 47 Parking Spaces previously designated as an independent parcel ("New Garage Property").

F. The Amended Lease with respect to the NEW PHASE III PROPERTY and New Garage Property was assigned to and assumed by NEW RIVER 3 VENTURE, LLC, a Delaware limited liability company, LICENSEE herein.

G. Pursuant to that certain Park Easement Agreement dated June 22, 1998 by and between CITY and BROWARD COUNTY, with joinder and consent of ASSOCIATES, predecessor to LICENSEE herein, BROWARD COUNTY granted certain Easement Rights to CITY relative to property commonly known as SMOKER PARK, said Easement Agreement being recorded at Official Records Book Official Records Book 28452, Page 0338.

H. That the Easement Rights granted to the CITY were for a public use, a perpetual, nonexclusive easement for park purposes over the lands described in **Exhibit "B"** to the Park Easement Agreement, said **Exhibit "B"** being recorded at Official Records Book 28452, Pages 0354 and 0355 ("SMOKER PARK"). Pursuant to the Park Easement Agreement SMOKER PARK is to be used for public park purposes by the CITY from sunrise to sunset, subject to a reservation of twelve (12) Events to be held in the Park as more particularly described in the Park Easement Agreement

I. Final DRC approval for the Development Project was granted May 2, 2012 for a Development Project consisting of 17 floors (not including mechanical penthouse) with a height of 191 feet (using ULDR measurements) consisting of 209 luxury apartment units, 2,246 square foot restaurant on the ground floor, and 8,827 square feet of lobby and amenities.

J. The Eastern boundary of NEW PHASE III PROPERTY is contiguous to the Western boundary of SMOKER PARK and the LICENSE AREA.

K. LICENSEE is desirous of obtaining a Revocable License from CITY to facilitate construction of its Development Project on NEW PHASE III PROPERTY in a safe and efficient manner and to provide adequate safety protections to the public during the construction of the Development Project on the NEW PHASE III PROPERTY.

L. The CITY'S Property & Right of Way Committee reviewed LICENSEE'S application for a Revocable License at its regular meeting of August 16, 2012 and recommended approval of same.

M. The granting of this Revocable License serves a valid municipal purpose and is in the best interests of the CITY and is consistent with the Settlement Agreement dated July 16, 2003, in *New River Associates, Ltd. vs City of Fort Lauderdale*, Broward County Circuit Court Case No. 00006370 & 005634(14).

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Revocable License, and other good and valuable considerations, the adequacy and receipt of which are hereby acknowledged, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby ratified and confirmed and incorporated herein.

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

City Code or Code means the Code of Ordinances of the City of Fort Lauderdale as amended from time to time.

City Manager means CITY's Chief Executive Officer, its City Manager, or his or her designee.

Contract Administrator means the City Manager or his designee. Except as otherwise specifically provided herein, in the administration of this Revocable License, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

COUNTY means Broward County, a Political Subdivision of the State of Florida, whose address is Governmental Center, 115 South Andrews Avenue, Fort Lauderdale, FL 33301

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

Development Project means the LICENSEE'S development project which received final DRC approval May 2, 2012 under DRC Case No. 69R11 for a building of 17 floors (not including mechanical penthouse) with a height of 191 feet (using ULDR measurements) consisting of 209 luxury apartment units totaling 248,757 square feet, 2,246 square feet of restaurant on the ground floor, and 8,827 square feet of lobby and amenities, with a building footprint of 15,882 square feet.

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Effective Date means the effective date of this Revocable License, which shall be the date upon which LICENSEE issues a Notice of Commencement to the CITY, but no sooner than the date the City Commission grants authorization for the proper CITY officials to execute this License.

Florida Building Code means The Florida Building Code adopted pursuant to Chapter 553, Florida Statutes and includes the Broward County Amendments thereto.

License Area is the area for which CITY is granting a Revocable License to LICENSEE for the purpose of conducting the Licensed Project, a Sketch and Description of the License Area is attached hereto as **Exhibit "A."** The term *License Area One* as used herein shall include the phrase "or any part thereof."

Licensee's Property means the real property identified as NEW PHASE III PROPERTY in that Amendment to Designation of Independent Parcels dated October 28, 2008, recorded at Official Records Book 45780, Page 1460 a Sketch & Description for which is attached hereto as **Exhibit "C"**.

Licensed Project means the activities to be conducted by LICENSEE within the License Area, such activities being limited to use of the License Area for operation of construction equipment utilized in the construction of the Development Project and for the temporary off-loading of construction materials to be incorporated into the Development Project as soon as practicable, but in no event shall construction materials or construction equipment be stored within the License Area for a period longer than two (2) consecutive days, without authorization from the Contract Administrator which such authorization shall be confirmed in writing. The *Licensed Project* also consists of erecting fencing along the pedestrian walkways to provide a safe margin of protection between (a) the operation of construction equipment and temporary holding of construction materials and (b) pedestrian movement along pedestrian walkways within the License Area and with Smoker Park. The *Licensed Project* does not include the Staging or Storage of Materials or Equipment as defined herein except as set forth above. The term *Licensed Project* also includes the ongoing obligation of maintenance and repair of the License Area and returning the License Area to the conditions that existed prior to the Effective Date of this Revocable License. The term *Licensed Project* shall not include the possession, use or occupancy of the License Area for any other purpose, except as expressly authorized in this Revocable License.

Permit means either a Building Permit issued by the Building Official pursuant to The Florida Building Code and Broward County Administrative Amendments or an Engineering Permit issued by the Office of the City Engineer, or both, whichever the case may be.

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

SMOKER PARK means the "Park" to which CITY has been granted Park Easement Rights pursuant to that certain Park Easement Agreement dated June 22, 1998, recorded at Official Records Book 28452, Page 0338 by which COUNTY granted certain Park Easement Rights to CITY regarding the lands described therein as **Exhibit "B."**

Staging of Materials or Equipment means the placement of materials or equipment or parking of vehicles within the License Area or vehicular travel lanes adjacent thereto in any manner other than (a) temporarily and (b) for the purpose of and while actually engaged in the act of loading or off-loading materials or equipment from a vehicle. Staging of Materials or Equipment shall include equipment or materials off-loaded from a vehicle and placed within the License Area when not being removed from the License Area to Licensee's Property as soon as practicable. The term "temporarily" as used herein shall be construed in a manner consistent with the definition of Licensed Project.

Storage is synonymous with *Staging of Materials or Equipment* and shall mean the placement of materials or equipment within the License Area or any public right of way within two blocks of the Property in such a manner as would constitute *Staging of Materials or Equipment* if the materials or equipment were within the License Area.

ULDR means the City of Fort Lauderdale's Unified Land Development Regulations.

3. Revocable License. From the Effective Date hereof, the CITY grants, to the extent of its Easement Rights under the Park Easement Agreement, unto the LICENSEE a revocable license ("Revocable License") for the nonexclusive use and possession of the License Area for the purpose of conducting the Licensed Project within the License Area at LICENSEE'S sole cost and expense, subject to the terms and conditions contained in this Revocable License.

4. Project Program. As part of the Development Project located on the Licensee's Property, LICENSEE has requested a Revocable License to conduct a Licensed Project within the License Area.

5. Term. The term of this Revocable License shall be for (i) a period of eighteen (18) months commencing with the Effective Date, or (ii) a period ending upon completion of the construction of the Development Project through Final Certificate of Occupancy, whichever (i) or (ii) shall first occur, or (iii) until sooner termination pursuant to Sections 5.1 through 5.4 hereof. In the event a Final Certificate of Occupancy is not obtained within sixty (60) days prior to expiration of the period set forth in (i) above, LICENSEE shall initiate administrative procedures to secure an extension of the term of this Revocable License for an additional ninety (90) days upon approval of the City Manager. The City Manager shall have the authority to extend the term of this Revocable License by not more than two (2) ninety (90) day period beyond the period set forth in (i) and (ii) above.

5.1 In the event that the Revocable License for nonexclusive use and occupancy of the License Area granted herein shall (a) ever conflict with a superior municipal interest of the CITY or public, or (b) at any time the CITY requires the use any of the License Area for a superior conflicting municipal purpose or (c) determines that continuation of the License for any of the License Areas granted herein is no longer in the best public interest, all as determined by the City Commission after at least fifteen (15) advance notice to LICENSEE that the matter will be considered by the City Commission, then, in that event, the Revocable License granted herein for the License Area shall be terminable, in whole or in part, at the will of the City Commission.

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5.2 In the event LICENSEE is in violation of any material term or condition of this Revocable License, as reasonably determined by the City Manager, or the actions of LICENSEE or any of its agents, servants, employees, guests or invitees or the agents servants, employees, guests or invitees of any of LICENSEE's contractors, subcontractors or independent contractors conflict with a superior municipal interest of the CITY or the public, or at any time the CITY requires the use of any of the License Areas or adjacent publicly dedicated thoroughfare(s) for a superior conflicting municipal purpose, or continuation of the License granted herein as to License Area is no longer in the best public interests, all as reasonably determined by the City Manager, then, upon advance written notice to LICENSEE of not less than seventy-two (72) hours where LICENSEE is given an opportunity to be heard on the matters by the City Manager, the authority granted by this License as to nonexclusive use and possession of the License Area for the purpose of conducting the Licensed Project may be temporarily revoked or suspended by the City Manager for a period not exceeding fourteen (14) days.

5.3 In the event that emergent conditions arise within the License Area that present an imminent threat to the health, safety or welfare of Persons or property, the City Manager may temporarily suspend this Revocable License, in whole or in part, for a period not to exceed fourteen (14) days. In such a circumstance notice shall be provided to LICENSEE pursuant to the provisions of Section 13, Emergencies, of this Revocable License. In the event the condition persists for a period of seven (7) days, then this Revocable License may be temporarily suspended for a period in excess of fourteen (14) days by action of the City Commission.

5.4 This Revocable License as to any of the respective License Areas may also be revoked or terminated pursuant to the terms of Section 22.2.1.

6. Conditions. The Revocable License granted herein is subject to the following conditions:

6.1 Phasing of construction and installation of Project Improvements.
[This subsection intentionally deleted.]

6.2 No construction of the Development Project shall be commenced prior to issuance of the required Permits.

6.3 Licensed Project activities within the License Area shall not be commenced prior to issuance of a Building Permit for the Development Project, where applicable, by the Building Official.

6.4 Prior to commencement of Licensed Project activities within the License Area CITY, at the discretion of the City Engineer shall perform, at its sole cost and expense, a sub-surface utility investigation.

6.4.1 In the event defects to any of the subterranean utilities are detected as a result of the sub-surface utility investigation, CITY shall cause to be repaired such defects prior to construction and installation of the Project Improvements.

6.4.2 In the event no defects to any of the subterranean utilities are detected as a result of the sub-surface utility investigation, LICENSEE shall bear the cost of any repairs required after construction of the Development Project for a period of one (1) year after receiving a Certificate of Occupancy for the Development Project from the Building Official.

6.5 Any damage to existing pavement or to any publicly owned property, including but not limited to SMOKER PARK, or rights-of-way caused by LICENSEE'S conduct of the Licensed Project or construction of the Development Project the installation, movement or removal of temporary barrier fencing shall be repaired to the satisfaction of the City Engineer and the cost of such repairs shall be borne by LICENSEE.

6.6 [This section is intentionally deleted.]

6.7 [This section is intentionally deleted.]

6.8 [This section is intentionally deleted.]

6.9 A Construction Mitigation Plan for the Development Project shall be submitted with Permit applications for the Development Project. The Construction Mitigation Plan shall at the minimum include proposed fenced areas, material and equipment storage areas, construction parking plan, construction delivery truck routing and times, crane locations, suitable dewatering, pumping, sedimentation and filtering systems for dewatering foundations, and plans for maintaining traffic during the phases to be constructed. Additional requirements are provided in the instructional form "SUBMITTAL REQUIREMENTS FOR ENGINEERING PERMITS FOR CONSTRUCTION MITIGATION" available through the office of the City Engineer.

6.10 At the conclusion of the construction of the Development Project any and all damage, not noted in the initial inspection by CITY, to any elements such as pavement, curbs, sidewalks, signs, markings, landscaping, trees, irrigation, parking meters, light poles, etc. located within the public right of way or License Areas shall be repaired or restored to a condition equal to or better than that existing prior to commencement of construction of the Project.

6.11 Storage of construction materials or equipment shall be limited to the Licensee's Property and shall not be stored within any of the public rights-of-way within a two-block radius of the Property. Staging of Materials and Equipment in the public right of ways is strictly prohibited.

6.12 Storage of dumpsters and debris shall be limited to the Licensee's Property and shall not be stored, placed or collected within the any of the public rights-of-way within a two-block radius of the Property.

6.13 A full time site clerk will be in the project office to receive and direct inquiries to the correct party for a response.

6.14 If needed, as determined by the Contract Administrator, LICENSEE shall provide labor to clean surrounding streets of dirt and debris.

6.15 All material or equipment deliveries shall be placed within the boundaries of the Licensee's Property, inside the perimeter fencing for the Property, for off-loading to avoid conflicts with pedestrian or vehicular traffic.

6.16 Violation of any of the conditions of this Revocable License shall result in a suspension of building or engineering inspections under the Building Permits or Engineering Permits issued in conjunction with the Development Project and this Licensed Project until such violations have been brought into compliance. LICENSEE waives all right, title and interest in continuation of engineering and building inspections while such violations continue to exist.

6.16.1 A fine of \$ 1,000.00 per day may be imposed for violations of any of the terms or conditions hereof in accordance with Section 22.1.1, et seq. hereof.

6.17 LICENSEE shall be responsible for verifying all underground utilities prior to digging in any area. Licensee shall notify all necessary utility companies 48 hours minimum prior to digging for verification all underground utilities, irrigation and all other obstructions and coordinate prior to initiating operations.

6.18 [This section is intentionally deleted.]

6.19 [This section is intentionally deleted.]

6.20 [This section is intentionally deleted.]

6.21 [This section is intentionally deleted.]

6.22 The perimeter of the License Area where the public is not subject to overhead hazard shall be fenced with either stationary or moveable chain link fence to a height of six (6) feet. A "moveable" fence would be a 6'0" x 8'0" framed section of fence that would be placed on a surface mounted station and then "sand bagged" for short durations. In each of the two scenarios, the stationary or moveable fencing will have a wind screen blinder.

6.23 Where the public might be exposed to overhead hazard LICENSEE shall provide a fully qualified vendor to be engaged to provide a patented, engineered system that will provide overhead protection as well as an opaque, solid barrier that will be painted and maintained throughout the Development Project's and Licensed Project's duration. This engineered system will be designed by a fully licensed, Florida registered engineer and the resulting shop drawings will be submitted and approved by the City's Engineer prior to installation.

7. Cost Recovery and Fees.

7.1 Annual Inspection Fees. LICENSEE agrees to pay to CITY for each year of the License Term, commencing with the Effective Date hereof and continuing annually on the first day of January of each year thereafter, an annual inspection fee to be determined by

the City Manager which such fee shall be based on the CITY'S reasonable projected cost of periodically inspecting the License Area for compliance with the terms and conditions set forth in this License over the then current fiscal year (October 1st through September 30th).

7.2 Recovery of Additional Costs of Administration. In addition to the annual inspection fees set forth above, LICENSEE shall also be obligated to pay additional fees to the CITY amounting to the recovery of reasonable costs incurred by CITY in the administration, monitoring and enforcement of the Revocable License, inspections to determine if the Licensed Project is proceeding in accordance with the terms and conditions of the Revocable License and reasonable cost of CITY attorneys' services associated with the preparation and administration of the Revocable License and any amendments thereto and including enforcement of the terms thereof.

7.3 Rendition of Statement. Upon the CITY providing a statement of fees and/or costs to LICENSEE, LICENSEE shall pay CITY within thirty (30) days the amounts owed in accordance with the Statement. The Statement shall provide sufficient detail as to the nature of the cost, services rendered, inclusive dates services rendered, time consumed and cost relating thereto. For each month beyond thirty (30) days from rendition of the Statement to LICENSEE for which the fee remains unpaid, simple interest of one percent (1%) per month shall be due the CITY. If a dispute arises as to the fees owed CITY under the Statement, and such dispute is not resolved within ninety (90) days after the date of rendition of the Statement, LICENSEE shall pay the undisputed amount and shall provide CITY with a bond or other security acceptable to the City Manager for the disputed amount pending a resolution of the dispute by negotiation or litigation. In addition to any other remedies available to CITY, CITY shall be entitled to recover from LICENSEE all costs of collection, including reasonable attorneys' fees and court costs incurred at all tribunal and appellate levels, provided CITY ultimately prevails.

8. ADA. LICENSEE shall have the continuing obligation of compliance with the Americans With Disabilities Act, as same may be amended from time to time, with respect to the Licensed Project as it is applicable.

9. Condition of License Areas. LICENSEE accepts the License Areas in an "AS IS" condition as of the Effective Date of this Revocable License. If LICENSEE finds any conditions altered after an initial inspection of the License Areas, which have a material adverse effect on the Licensed Project, CITY shall be notified immediately.

10. Compliance with Regulations of Public Bodies. LICENSEE shall, at its sole cost and expense, within the License Area and perform such acts and do such things as shall be lawfully required by any public body having jurisdiction over the License Area, in order to comply with health and sanitary requirements, fire hazard requirements, zoning requirements, building code requirements, City of Fort Lauderdale Engineering Standards, Americans With Disabilities Act requirements, environmental requirements and other similar regulatory requirements.

11. No Property or Contract Right. LICENSEE expressly acknowledges that pursuant to the terms hereof, it gains no property or contract right through this Revocable License to the continued use and possession of the License Area pursuant to the terms of this Revocable License.

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12. Repairs and Maintenance. LICENSEE shall not commit waste or injury to any of the License Areas or the use, operation and maintenance of the Licensed Project maintained therein. LICENSEE shall, at its own cost and expense, at all times cause the Licensed Project and activities associated therewith within the License Area to be safely and securely maintained, kept in good condition, repair, clean, and free of rubbish and other hazards to Persons using the License Area. LICENSEE further covenants and agrees, to make or cause to be made any and all repairs or replacements, ordinary or extraordinary, structural or otherwise, necessary to maintain the License Area in its original condition at the time of the commencement of the License Term. The Office of the City Engineer shall approve any structural repairs and replacements. When making repairs, replacements and maintenance LICENSEE shall comply with all laws, City Codes, ordinances, Florida Building Code, regulations promulgated by federal, state, county, city or any other agency with jurisdiction over the Licensed and License Area and CITY Engineering standards then in effect; provided, however, that LICENSEE shall only be responsible to make such repairs and replacements necessary to return of the License Area to the original condition at the time of commencement of the License Term. The License Area shall be maintained in a neat and orderly appearance at all times.

13. Emergencies. If an emergency situation arises with respect to the License Areas where the License Areas or any condition thereof presents an imminent threat to the health or safety of Persons or property, the CITY shall make reasonable efforts to provide telephone and fax or email notice to the LICENSEE's Contact Person. If, following that notice, LICENSEE fails to take timely action to correct the emergency situation, and allowing the emergency situation to continue would pose an imminent threat to health or safety to Persons or property, CITY may undertake such limited actions as are necessary to eliminate the emergency; and CITY shall be entitled to recover its reasonable costs of cure from LICENSEE in accordance with provisions hereof. For the purposes of this Paragraph, LICENSEE's Contact Person shall be **James Cuddy** telephone number **(305) 350-1901**; fax number **(305) 350-1977** and e-mail address: **jcuddy@ameriland.com**. In the event the LICENSEE's Contact Person or any other information pertaining to the LICENSEE's Contact Person shall change, such change shall be provided to the City Engineer in writing.

14. Damage to Public Property. In the event the use, operation, maintenance, repair, or conduct of the Licensed Project cause(s) any damage whatsoever to any other public property, then LICENSEE shall be responsible for the cost of repair and shall, at CITY's option, make said repairs, subject to CITY's reasonable satisfaction.

15. Liens Against the License Areas. LICENSEE shall have no power or authority to incur any indebtedness giving a right to a lien of any kind or character upon the right, title or interest of CITY in and to the License Area, and no Person shall ever be entitled to any lien, directly or indirectly derived through or under the LICENSEE, or its agents, servants, employees, contractors or officers or on account of any act or omission of said LICENSEE as to the License Areas. All Persons contracting with the LICENSEE, or furnishing materials, labor or services to said LICENSEE, or to its agents or servants, as well as all Persons shall be bound by this provision of the Revocable License. Should any such lien be filed, LICENSEE shall discharge the same within thirty (30) days thereafter, by paying the same or by filing a bond, or otherwise, as permitted by law. LICENSEE shall not be deemed to be the agent of CITY, so as to confer upon a laborer bestowing labor upon or within the License Areas, or upon materialmen who furnish material incorporated in the construction and improvements upon the foregoing, a construction lien pursuant to Chapter 713, Florida Statutes or an equitable lien upon the CITY's

right, title or interest in and to the License Areas. These provisions shall be deemed a notice under Section 713.10(1), Florida Statutes of the "non-liability" of the CITY.

16. Removal, Restoration and Bonding.

16.1 Except as may otherwise be expressly provided herein, it is agreed that upon termination of this Revocable License, in whole or in part, as to any of the respective License Area, LICENSEE shall remove all or any part of the equipment or material utilized in the performance of the Licensed Project and any components thereof upon revocation or termination of this Revocable License as aforesaid as to all or any portion of the License Area and upon demand of CITY for removal of all or any part of the equipment or material utilized in the performance of the Licensed Project as to all or any portion of the respective License Area and LICENSEE shall restore the surface of the such License Area to the conditions that existed prior to LICENSEE's performance of the Licensed Project within such License Area. Such removal shall be at LICENSEE's sole cost and expense. In the event LICENSEE fails to begin to remove all or any part of the equipment or material utilized in the performance of the Licensed Project with thirty (30) days after written demand by the CITY, the CITY is hereby authorized to remove such equipment or material that interferes with the easement rights or the public's use of SMOKER PARK or dedicated rights-of-way and restore the License Area to the conditions that existed prior to the LICENSEE's performance of the Licensed Project, and all reasonable costs associated with the removal and restoration thereof shall be fully reimbursed by LICENSEE. Notwithstanding the foregoing, LICENSEE shall have the obligation to immediately begin the process of removing any or all of the equipment or material within the License Area upon termination, in whole or in part, of this License.

17. Damage and Destruction. LICENSEE shall not by its possession, use, occupancy, operation, maintenance or repair of the License Area, suffer or permit any damage to the License Area or to the adjacent real property. If during the term of this Revocable License LICENSEE becomes aware that its activities within the License Area have damaged, destroyed or deteriorated any portion of the License Area whether or not such destruction or damage is covered by any insurance policy, LICENSEE shall give to CITY immediate notice thereof, and LICENSEE shall:

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

(b) to the extent that such destruction or damage affected the License Area or real property adjacent thereto, or any part thereof, if LICENSEE elects to remove such damaged components, LICENSEE shall seek the Permits and approvals, if any, required for such curative acts and return the License Area to the condition that existed prior to the Effective Date of this Revocable License.

18. License, not Lease. It is acknowledged and stipulated by and between the parties hereto that this Revocable License shall not be deemed a lease of the License Area by CITY to LICENSEE but rather a license granted to LICENSEE by CITY for the nonexclusive possession, use, occupancy, operation, maintenance, repair and replacement, from time to time, of the License Area for the conduct of the Licensed Project under the terms and conditions stated

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herein. LICENSEE acknowledges and understands the provisions of §§ 8.05 and 8.09 of the CITY Charter with respect to Leases.

19. Indemnity. LICENSEE shall protect, defend, indemnify and hold harmless the CITY, its officers, employees and agents from and against any and all lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges and other expenses, including reasonable attorney's fees actually incurred, or liabilities of every kind, nature or degree arising out of or in connection with the rights, responsibilities and obligations of LICENSEE under this Revocable License, conditions contained therein, the location, construction, repair, maintenance use or occupancy by LICENSEE of the License Area or Development Project, or the breach or default by LICENSEE of any covenant or provision of this Revocable License except for any occurrence arising out of or resulting from the intentional torts or gross negligence of the CITY, its officers, agents and employees. Without limiting the foregoing, any and all such claims, suits, causes of action relating to personal injury, death, damage to property, defects in construction, rehabilitation or restoration of the License Area or any portion thereof by LICENSEE, alleged infringement of any patents, trademarks, copyrights or of any other tangible or intangible personal or real property right by LICENSEE, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court by LICENSEE, is included in the indemnity. In regard to any indemnity granted in this Revocable License, LICENSEE and CITY agree as follows:

- (i) The indemnified party shall give written notice to the indemnifying party within forty-five (45) days after receiving notice of claims, loss, complaint, expense or cost that might be covered by an indemnity contained herein;
- (ii) The failure of an indemnified party to timely give the written notice required by subparagraph (i) above shall constitute a waiver and a release by the indemnified party of any claim that is otherwise would have had pursuant to any indemnity contained herein in connection with the claim, loss, complaint, expense or cost for which it failed to properly and timely give written notice to the indemnifying party; and
- (iii) The indemnifying party shall be entitled to defend and/or settle any claim or complaint with counsel of its choosing, subject to the prior approval of any chosen counsel or any settlement by the indemnified party, which approval shall not be unreasonably withheld, conditioned or delayed.

LICENSEE further agrees that upon proper and timely notice to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and agrees to bear all other costs and expenses related thereto even if the claim is groundless, false or fraudulent and if called upon by the CITY, LICENSEE shall assume and defend not only itself but also the CITY in connection with any claims, suits or causes of action, and any such defense shall be at no cost or expense whatsoever to CITY, provided that the CITY (exercisable by the CITY's Risk Manager) shall retain the right to select counsel of its own choosing. This indemnification shall survive termination, revocation or expiration of the Revocable License and shall cover any acts or omissions occurring during the term of the Revocable License, including any period after termination, revocation or expiration of the Revocable License while any curative acts are undertaken.

20. Insurance. At all times during the term of this Revocable License, LICENSEE, at its expense, shall keep or cause to be kept in effect the following insurance coverages:

- (a) **A Commercial Liability Insurance Policy**, in standard form, insuring LICENSEE and CITY as an additional insured, against any and all liability for bodily injury or property damage arising out of or in connection with this Revocable License and the license granted herein with a policy limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) general aggregate limit and shall name the CITY as an additional insured. The policy may contain a deductible no greater than \$10,000.00. All such policies shall cover the Project activities and the possession, use, occupancy and maintenance of the License Area. This policy shall not be affected by any other insurance carried by CITY. The policy must include:

Premises and operations

Independent contractors

Products and Completed Operations for contracts

Broad Form Contractual Coverage applicable to this specific Revocable License, including any hold harmless and indemnification agreements

Personal Injury Coverage with Employee and Contractual Exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability

- (c) **Workers' Compensation Insurance** to apply to all LICENSEE's employees engaged in either the Development Project or the Licensed Project and employees of contractors retained by LICENSEE for either the Development Project or the Licensed Project, said coverage to be in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) must include:

Employers' Liability with a limit of One Hundred Thousand Dollars (\$100,000) each accident.

If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

- (d) **Business Automobile Liability** for all automobiles owned or leased by LICENSEE and utilized in either the Development Project or the Licensed Project and for all automobiles owned or leased by LICENSEE's contractors that are involved in the operation of either the Development Project or the Licensed Project with limits of Three Hundred Thousand Dollars (\$300,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage

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Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

Owned Vehicles, if applicable.

Hired and Non-Owned Automobiles, if applicable.

Employers' Non-Ownership, if applicable.

- (e) All of the policies of insurance provided for in this Revocable License:
- (i) shall be in the form and substance approved by the Department of Insurance of the State of Florida ("DOI"),
 - (ii) shall be issued only by companies licensed by DOI, having agents upon whom service of process may be made in Broward County, Florida,
 - (iii) Certificates of Insurance pertaining to same shall be delivered to CITY, at least fourteen (14) days prior to the commencement of the License Term,
 - (iv) shall be with a carrier having an A.M. Best's Rating of not less than A, Class VII,
 - (v) shall bear endorsements showing the receipt by the respective companies of the premiums thereon or shall be accompanied by other evidence of payment of such premiums to the insurance companies, including evidence of current annual payment, if on any installment payment basis,
 - (vi) shall provide that they may not be canceled by the insurer for thirty (30) days after service of notice of the proposed cancellation upon CITY and shall not be invalidated as to the interest of CITY by any act, omission or neglect of LICENSEE, and
 - (vii) shall name CITY, its officers, agents, employees, volunteers and elected officials as additional insureds under the Commercial Liability Policy.
- (f) In any case where the original policy of any such insurance shall be delivered to LICENSEE, a duplicated original of such policy shall thereupon be delivered to CITY. All insurance policies shall be renewed by LICENSEE, and certificates evidencing such renewals, bearing endorsements or accompanied by other evidence of the receipt by the respective insurance companies of the premiums thereon, shall be delivered to CITY, at least twenty (20) days prior to their respective expiration dates.
- (g) CITY does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect LICENSEE's or its contractor's interests or liabilities but are merely minimum requirements established by CITY's Risk Management Division. CITY reserves the right to

reasonably require any other insurance coverages that CITY deems necessary depending upon the risk of loss and exposure to liability.

- (h) LICENSEE shall require any subcontractors doing work pursuant to this Revocable License to provide and maintain the same insurance coverages as specified above, which such insurance shall also name CITY and its officers, agents, employees, volunteers and elected officials as additional insureds.
- (i) CITY reserves the right to review and reasonably revise any insurance requirements on an annual basis (as measured from the Effective Date hereof), including, but not limited to, deductibles, limits, coverage and endorsement based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage.
- (j) All such policies shall be without any deductible amount, unless otherwise noted in this Revocable License. LICENSEE shall pay all deductible amounts, if any.

20.1 The parties acknowledge that LICENSEE has certain insurance requirements under the Park Easement Agreement. To the extent that the insurance requirements under the Park Easement Agreement meet or exceed the insurance requirements set forth above, LICENSEE shall not be required to duplicate those requirements with a new policy or policies. However, to the extent that the insurance secured by LICENSEE under the Park Easement Agreement do not meet or exceed the insurance requirements set forth in this Revocable License, LICENSEE shall be required to secure coverage consistent with the insurance requirements set forth in this Revocable License.

21. Special Exception. It is agreed that this Revocable License is granted to LICENSEE for LICENSEE'S benefit, is a special exception to the CITY'S general policy and it is stipulated between the parties that this Revocable License shall be construed most strictly in favor of the CITY and against LICENSEE.

22. Remedies of CITY.

22.1 In the event the LICENSEE fails to perform or violates any of the terms or conditions of this Revocable License or is in breach or default in any term or condition hereof, CITY shall provide written notice thereof to LICENSEE and LICENSEE shall cure such violation within the time provided in such Notice, which such time for cure shall be reasonable in light of all the circumstances.

22.1.1 In the event the Contract Administrator finds that the LICENSEE has failed to timely cure such violation, the Contract Administrator shall provide written Notice thereof to LICENSEE and impose or assess a fine of \$1,000.00 per day for each and every day the violation continues beyond the date set in the Notice under Section 22.1.

22.1.2 LICENSEE shall provide written Notice to CITY when the violation has been cured. In the event the Contract Administrator finds the violation was

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not cured on the date alleged by LICENSEE, Contract Administrator shall provide LICENSEE with written Notice thereof. Contract Administrator shall provide written Notice to LICENSEE when Contract Administrator finds that the violation has been cured.

22.1.3 In the event LICENSEE disagrees with the Contract Administrator's (a) finding that a violation exists or continues to exist, or (b) imposition or assessment of a per diem fine, or (c) determination of the date of compliance or noncompliance, LICENSEE shall file a written Notice of Appeal to the City Manager within five (5) days of receiving notice of (a), (b) or (c) above.

22.1.4 Within ten (10) days of receiving a Notice of Appeal under Section 22.1.3, the City Manager shall hear presentations thereon and render a written Final Order thereon, serving a copy thereof upon LICENSEE. In deciding an Appeal filed under Section 22.1.3, the City Manager may affirm, reverse or modify, in whole or in part, the findings of the Contract Administrator. The City Manager may equitably adjust downward any fines in the interests of justice.

22.1.5 In the event LICENSEE contests the Final Order of the City Manager under Section 22.1.4 above, LICENSEE may file a Notice of Appeal with the CITY Clerk including all written arguments in support of contesting the Final Order. The City Commission shall review the Notice of Appeal and the written arguments in support of contesting the Final Order as soon as a hearing thereon may be reasonably scheduled. At the hearing on the Appeal, the City Commission shall hear presentations by the LICENSEE and City Manager and shall render an Order ("Order on Appeal") thereon affirming, reversing or modifying the Final Order in whole or in part.

22.1.6 Any fines resulting from the process set forth in Sections 22.1.1 through 22.1.5 shall be paid to CITY within sixty (60) days from the final adjudication resulting from that process.

22.1.7 LICENSEE hereby waives all right, title and interest to the issuance of any temporary, partial or final Certificate of Occupancy or Certificate of Completion for the Development Project during the period that any violations of the terms or conditions of this License still exist.

22.1.8 LICENSEE hereby waives all right, title and interest in issuance of any temporary, partial or final Certificate of Occupancy or Certificate of Completion for the Development Project during the period that any fines imposed have not been paid.

22.1.9 LICENSEE hereby waives all right, title and interest in and to any further building or engineering inspections during the period that any violations of the terms or conditions of this License still exist.

22.2 In the event the LICENSEE fails to timely cure the violation within the time specified in Section 22.1, the CITY, as an alternative to the procedures set forth in Sections 22.1.1 through 22.1.9, may:

22.2.1 revoke or terminate this Revocable License in whole or in part as to the License Area; or

22.2.2 take any equitable action to enforce the terms and conditions of this Revocable License, it being stipulated by the parties that since this Revocable License deals with the right to use public easements used for a municipal purpose a violation or breach of any term or condition of the Revocable License constitutes an irreparable injury to the public and CITY for which there is no adequate remedy at law; or

22.2.3 take such curative action that was required to be taken by the LICENSEE under the Revocable License and the cost and expense incurred in CITY's curative actions shall be passed on to and owed by LICENSEE, in which case LICENSEE shall be liable for payment to CITY for all reasonable and necessary costs and expenses incurred by CITY in connection with the performance of the action or actions. LICENSEE shall reimburse CITY within sixty (60) days following written demand for payment thereof. Interest shall accrue on the unpaid amount at the rate of twelve percent (12%) per annum, compounded monthly, but in no event shall interest exceed the highest amount allowed by Florida law. The demand shall include reasonable documentation supporting the expenses incurred by CITY. If a dispute arises as to the need for, or amount due to the CITY for repairs or maintenance undertaken by CITY in accordance with this License, and such dispute is not resolved within forty-five (45) days after the date that CITY makes the original written demand for payment, the LICENSEE shall pay to CITY the undisputed amount and shall provide CITY with a bond or other security acceptable to CITY for the disputed amount pending a resolution of the dispute by negotiation or litigation.

22.3 If LICENSEE does not make the payments required under this Section 22 within the sixty (60) day period set forth herein, then CITY shall have a right to record a Claim of Lien upon any interest LICENSEE may have in Licensee's Property, which Lien may be either (a) for the total amount of the fines resulting from the procedures set forth in Sections 22.1 and 22.2, including all subsections thereunder, or (b) for all reasonable and necessary costs and expenses of any cure undertaken by CITY in accordance with this Section, the cost of any interim insurance policy as provided herein, and reasonable attorneys' fees and costs associated therewith. The Lien shall be effective upon the recording of a Claim of Lien in the Public Records of Broward County, Florida, which Claim of Lien shall state all amounts due and owing to CITY. The Lien may be foreclosed by CITY in the same manner as provided by law for foreclosure of mortgage liens. The Lien shall continue until payment to CITY of the amounts set forth in the Lien (at which time CITY shall record a satisfaction of such lien). In addition to the Lien, CITY shall have all other rights and remedies granted to it at law or in equity for LICENSEE'S failure to pay the fines owed or reimburse CITY for curative actions taken by CITY. LICENSEE shall be entitled to pursue all legal and equitable remedies to contest the amount or existence of any such lien.

22.4 CITY shall have all other rights and remedies granted to it at law or in equity for LICENSEE's failure to pay the fines owed or reimburse CITY for curative actions taken by CITY. LICENSEE shall be entitled to pursue all legal and equitable

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remedies to contest the amount or existence of any such lien. The remedies found within this Section 22, including all subsections thereof, are cumulative. The exercise of one does not preclude the exercise of any other remedy.

23. Requirement for Notice. LICENSEE shall give CITY prompt written notice of any accidents on, in, over, within, under and above any of the License Areas.

24. Notices.

(a) Except as provided in subparagraph (c) below, whenever it is provided herein that notice, demand, request or other communication shall or may be given to, or served upon, either of the parties by the other, or either of the parties shall desire to give or serve upon the other any notice, demand, request or other communication with respect hereto or with respect to any matter set forth in this Revocable License, each such notice, demand, request or other communication shall be in writing and any law or statute to the contrary notwithstanding shall not be effective for any purpose unless the same shall be given by hand delivery, or by a nationally recognized overnight courier, or by mailing the same by registered or certified mail, postage prepaid, return receipt requested, addressed to the party at the address set forth below, or at such other address or addresses and to such other person or firm as LICENSEE may from time to time designate by notice as herein provided.

(b) All notices, demands, requests or other communications hereunder shall be deemed to have been given or served for all purposes hereunder upon receipt if by hand delivery, upon one (1) business day after deposit with such overnight courier as required above, or upon two (2) business days after deposit with the United States mail, postage prepaid, in the manner aforesaid, provided, however, that for any distance in excess of five hundred (500) miles, air mail service or Federal Express or similar carrier shall be utilized, if available.

AS TO CITY: City Manager
City Fort Lauderdale
P.O. Drawer 14250
Fort Lauderdale, FL 33302-4250

With copy to: City Attorney
City of Fort Lauderdale
P.O. Drawer 14250
Fort Lauderdale, FL 33302-4250

AS TO LICENSEE: Lincoln Lopez
American Land Ventures, LLC
800 Brickell Avenue
Penthouse I
Miami, FL 33131
Phone Number: (305) 350-1991
Fax Number: (305) 350-1997
llopez@ameriland.com

With copy to: William R. Scherer
Conrad & Scherer
633 South Federal Highway

8th Floor
Fort Lauderdale, FL 33483
Phone Number: (954) 462-5500
Fax Number: (954) 463-9244
wscherer@conradscherer.com

(c) As to activities under Paragraph 13, Emergencies, notice need not be given in accordance with subparagraph (a) above, but notice shall be sufficient if given to the Contact Person pursuant to Paragraph 13, Emergencies.

25. Assignment, Pledge, Security Interest. LICENSEE shall not voluntarily, involuntarily or by operation of law, assign, sell, pledge, grant a security interest, or in any manner transfer the License or any interest therein or grant any right to the License Areas without the prior written consent of CITY, which such consent LICENSEE may be granted or withheld in its absolute discretion.

26. Compliance with Laws and Regulations. LICENSEE shall comply with all applicable statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, City of Fort Lauderdale, and of any other public authority that may be applicable to this Revocable License and the possession, use, occupancy and maintenance of the License Areas and the conduct of the Project permitted herein.

27 Public Entity Crime Act.

27.1 LICENSEE represents that the execution of this Agreement has not and will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, as same may be amended from time to time, for Category Two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by CITY pursuant to this Agreement, and may result in debarment from CITY'S competitive procurement activities.

27.2 In addition to the foregoing, LICENSEE further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved.

28. Independent Contractor. As between CITY and LICENSEE, LICENSEE is an independent contractor under this Revocable License. Services provided by LICENSEE pursuant to this Agreement shall be subject to the supervision of LICENSEE. In providing such services, neither LICENSEE nor its agents shall act as officers, employees, or agents of CITY. No partnership, joint venture, or other joint relationship is created hereby. CITY does not extend

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to LICENSEE or LICENSEE'S agents any authority of any kind to bind CITY in any respect whatsoever.

29. Joint Preparation. Each party and its counsel have participated fully in the review and revision of this Revocable License and acknowledge that the preparation of this Revocable License has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Revocable License shall be interpreted as to its fair meaning and not strictly for or against any party.

30. Interpretation of Revocable License; Severability. This Revocable License shall be construed in accordance with the laws of the State of Florida. If any provision hereof, or its application to any person or situation, is deemed invalid or unenforceable for any reason, then to the greatest extent possible, the remainder of this Revocable License, or the application of the remainder of the provisions, shall not be affected. Rather, this Revocable License is to be enforced to the extent permitted by law. The captions, headings and title of this Revocable License are solely for convenience of reference and are not to affect its interpretation. Each covenant, term, condition, obligation or other provision of the Revocable License is to be construed as a separate and independent covenant of the party who is bound by or who undertakes it, and each is independent of any other provision of this License, unless otherwise expressly provided. All terms and words used in this Revocable License, regardless of the number or gender in which they are used, are deemed to include any other number and other gender, as the context requires.

31. Successors. This Revocable License shall be binding on and inure to the benefit of the parties, their successors and assigns.

32. No Waiver of Sovereign Immunity. Nothing contained in this Revocable License is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

33. No Third Party Beneficiaries. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Revocable License. None of the parties intend to directly or substantially benefit a third party by this Revocable License. The parties agree that there are no third party beneficiaries to this Revocable License and that no third party shall be entitled to assert a claim against any of the parties based on this Revocable License. Nothing herein shall be construed as consent by any agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.

34. Non-Discrimination. LICENSEE shall not discriminate against any Person in the performance of duties, responsibilities and obligations under this Revocable License because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

35. Termination. [This section intentionally deleted.]

36. Records. Each party shall maintain its own respective records and documents associated with this Revocable License in accordance with the records retention requirements applicable to public records. 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 of non-compliance with that law.

37. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Revocable License that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

38. Waiver. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this License and, therefore, is a material term hereof. Any party's failure to enforce any provision of this License shall not be deemed a waiver of such provision or modification of this License. A waiver of any breach of a provision of this License shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this License.

39. Governing Law. This Revocable License shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Revocable License any controversies or legal problems arising out of this Revocable License, and any action involving the enforcement or interpretation of any rights hereunder, shall be brought exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Revocable License shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **By entering into this Revocable License, CITY and LICENSEE hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Revocable License or any acts or omissions in relation thereto.**

40. Force Majeure. Neither party shall be obligated to perform any duty, requirement or obligation under this Revocable License if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds alone on the part of LICENSEE be deemed Force Majeure.

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

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

[THE BALANCE OF THIS PAGE REMAINS INTENTIONALLY BLANK.]

Revocable License
LICENSEE: New River 3 Venture, LLC
New River Village – Phase III
Smoker Park

AS TO CITY:

WITNESSES:

Saleha Ali
Saleha Ali
[Witness type or print name]

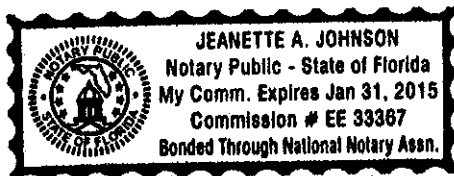
Donna Varisco
Donna Varisco
[Witness type or print name]

(CORPORATE SEAL)

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 20th day of November, 2012, by **John P. "Jack" Seiler**, Mayor of the City of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)



CITY OF FORT LAUDERDALE

By John P. Seiler
John P. "Jack" Seiler, Mayor

By Lee R. Feldman
Lee R. Feldman, City Manager

ATTEST:

Jonda K. Joseph
Jonda Joseph, City Clerk

Approved as to form:

Robert B. Dunckel
Robert B. Dunckel,
Assistant City Attorney

Jeanette A. Johnson
Notary Public, State of Florida
(Signature of Notary taking
Acknowledgment)

Jeanette A. Johnson
Name of Notary Typed,
Printed or Stamped

My Commission Expires: 1/31/15

Commission Number EE 33367

ABD

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 9th November, 2012, by **Lee R. Feldman**, City Manager of the City of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)



Donna M. Samuda
Notary Public, State of Florida
(Signature of Notary taking
Acknowledgment)

DONNA M. SAMUDA
Name of Notary Typed,
Printed or Stamped

My Commission Expires: 01/30/2013
DD 847364
Commission Number

Revocable License
LICENSEE: New River 3 Venture, LLC
New River Village – Phase III
Smoker Park

abb

AS TO LICENSEE:

NEW RIVER 3 VENTURE, LLC, A
Delaware Limited Liability Company

By: New River 3 Manager, LLC, a
Delaware Limited Liability Company,
Managing Member for New River 3 Venture,
LLC

By: _____
Granvil Tracy, Managing Member

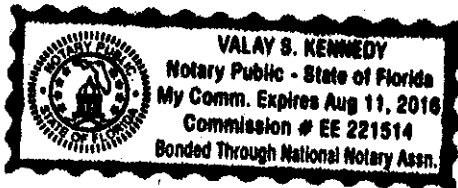
James C. Ewing
[Witness type or print name]

TAMMY BRITTON
[Witness type or print name]

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this
September 17th, 2012, by Granvil Tracy Managing Member of
New River 3 Manager, LLC, a Delaware Limited Liability Company, who has the authority to
execute this Revocable License on behalf of New River 3 Venture, LLC, a Delaware Limited
Liability Company. He is personally known to me or did take an oath.

(SEAL)



Valay S. Kennedy
Notary Public, State of Florida
(Signature of Notary taking
Acknowledgment)

VALAY S. KENNEDY
Name of Notary Typed,
Printed or Stamped

My Commission Expires:

8-11-16

Commission Number

EE 221514

Handwritten initials



CRAVEN • THOMPSON & ASSOCIATES, INC.

ENGINEERS • PLANNERS • SURVEYORS

3563 N.W. 53RD STREET FORT LAUDERDALE, FLORIDA 33309 (954) 739-6400

FAX: (954) 739-6409

FOR: **American Land Ventures, LLC**

NOTE: THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown hereon.

ABBREVIATION LEGEND

(B.C.R.) BROWARD COUNTY RECORDS
PG. PAGE
O.R.B. OFFICIAL RECORDS BOOK
R/W RIGHT OF WAY

DESCRIPTION TO ACCOMPANY SKETCH STAGING & ACCESS AREA

DESCRIPTION:

A PORTION OF PARCEL B, BROWARD COUNTY COURTHOUSE PHASE II, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 142, PAGE 21 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID PARCEL B; THENCE SOUTH 89°35'00" EAST, ALONG THE SOUTH LINE OF SAID PARCEL B, A DISTANCE OF 53.21 FEET; THENCE NORTH 00°25'00" EAST, A DISTANCE OF 155.34 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°25'00" EAST, A DISTANCE OF 115.66 FEET; THENCE NORTH 89°35'00" WEST, A DISTANCE OF 73.55 FEET TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL B; THENCE NORTH 33°41'52" EAST, A DISTANCE OF 12.99 FEET; THENCE NORTH 67°23'44" EAST, A DISTANCE OF 16.01 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 115.50 FEET, A CENTRAL ANGLE OF 07°54'09", FOR A DISTANCE OF 15.93 FEET, THE LAST THREE (3) DESCRIBED COURSES AND DISTANCES BEING ALONG THE NORTHERLY LINE OF SAID PARCEL B; THENCE SOUTH 89°35'00" EAST, ALONG A LINE NOT RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 87.50 FEET; THENCE SOUTH 00°25'00" WEST, A DISTANCE OF 140.00 FEET; THENCE NORTH 89°35'00" WEST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA, CONTAINING 0.194 ACRES (8,449 SQUARE FEET) MORE OR LESS.

THE BEARINGS SHOWN HEREON ARE BASED ON THE PLAT OF BROWARD COUNTY COURTHOUSE PHASE II, PLAT BOOK 142, PAGE 21, OF THE PUBLIC RECORD OF BROWARD COUNTY, FLORIDA. THE SOUTH LINE OF PARCEL B BEARS SOUTH 89°35'00" EAST.

CERTIFICATE:

WE HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH CONFORMS TO THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN RULES 5J-17.052(5), (FLORIDA ADMINISTRATIVE CODE), AS ADOPTED BY THE DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN SEPTEMBER, 1981, AS AMENDED, PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CRAVEN THOMPSON & ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB271

THOMAS C. SHAHAN
PROFESSIONAL SURVEYOR AND MAPPER NO. 4387
STATE OF FLORIDA

THIS SKETCH & DESCRIPTION OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SHEET 1 OF 2 SHEETS

UPDATES and/or REVISIONS	DATE	BY	CK'D	NOTE
				NOTE: The undersigned and CRAVEN-THOMPSON & ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification.
				NOTE: Land shown hereon were not abstracted for right-of-way and/or
EXHIBIT "A"				031 DWG\SD-STAGING & ACCESS AREA.DWG
LICENSE AREA				F.B.N/A PG.N/A DATED: 08-21-12
Page 1 of 2				

JOB NO.: 91-0027-031 DRAWN BY: T.S.



CRAVEN • THOMPSON & ASSOCIATES, INC.
ENGINEERS • PLANNERS • SURVEYORS
3563 N.W. 53RD STREET FORT LAUDERDALE, FLORIDA 33309 (954) 739-6400
FAX: (954) 739-6409

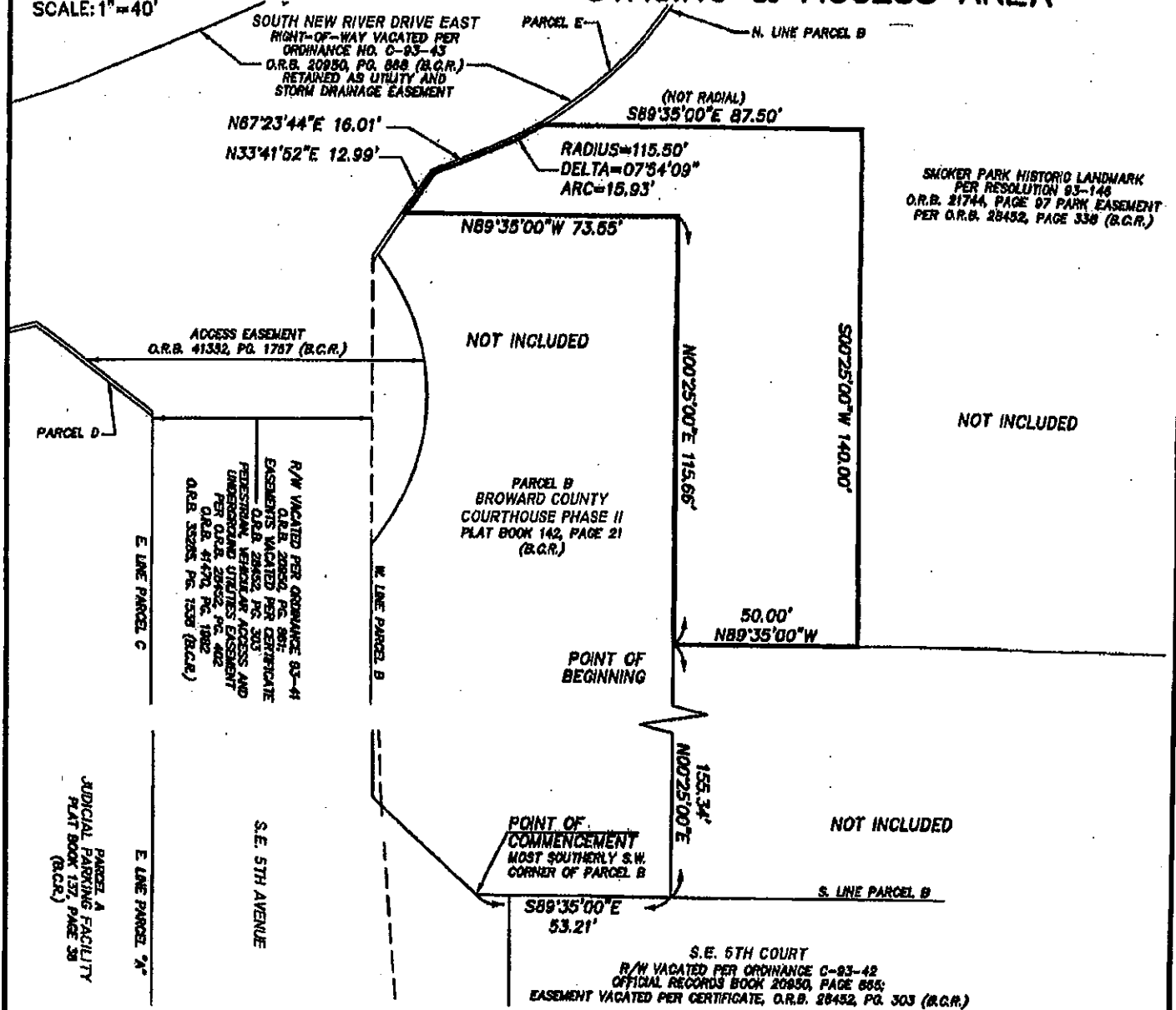
FOR: **American Land Ventures, LLC**

NOTE: THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown hereon.

SKETCH TO ACCOMPANY DESCRIPTION STAGING & ACCESS AREA



SCALE: 1"=40'



SHOCKER PARK HISTORIC LANDMARK
PER RESOLUTION 93-146
O.R.B. 21744, PAGE 97 PARK EASEMENT
PER O.R.B. 28452, PAGE 338 (B.C.R.)

SHEET 2 OF 2 SHEETS

UPDATES and/or REVISIONS	DATE	BY	CK'D

NOTE: The undersigned and CRAVEN-THOMPSON & ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters; and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification.

NNYF: Lands shown hereon were not abstracted for right-of-way and/or

EXHIBIT "A"
LICENSE AREA
Page 2 of 2

31\DWG\SD-STAGING & ACCESS AREA.DWG
F.B.N/A PG.N/A DATED: 08-21-12

JOB NO.: 91-0027-031 DRAWN BY: T.S.

[Signature]

DESCRIPTION:

A PORTION OF PARCEL B OF BROWARD COUNTY COURTHOUSE PHASE II, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 142, PAGE 21, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL B; THENCE SOUTH A DISTANCE OF 258.46 FEET; THENCE NORTH 89°35'00" WEST A DISTANCE OF 100.00 FEET; THENCE SOUTH A DISTANCE OF 100.00 FEET; THENCE SOUTH 89°35'00" EAST A DISTANCE OF 11.83 FEET, THE LAST FOUR (4) DESCRIBED COURSES BEING COINCIDENT WITH THE EASTERLY BOUNDARY OF SAID PARCEL B; THENCE SOUTH 00°25'00" WEST A DISTANCE OF 58.00 FEET; THENCE SOUTH 89°35'00" EAST, A DISTANCE OF 29.88 FEET; THENCE SOUTH 00°25'00" WEST, A DISTANCE OF 19.56 FEET; THENCE SOUTH 89°35'00" EAST, A DISTANCE OF 49.56 FEET; THENCE SOUTH 00°25'00" WEST, A DISTANCE OF 36.00 FEET; THENCE SOUTH 50°49'52" WEST, A DISTANCE OF 26.68 FEET; THENCE NORTH 89°35'00" WEST, A DISTANCE OF 29.00 FEET; THENCE SOUTH 00°25'00" WEST, A DISTANCE OF 47.44 FEET; THENCE NORTH 89°35'00" WEST, A DISTANCE OF 211.50 FEET; THENCE NORTH 00°25'00" EAST, A DISTANCE OF 204.00 FEET; THENCE NORTH 89°35'00" WEST, A DISTANCE OF 73.56 FEET TO A POINT ON A NORTHERLY BOUNDARY OF SAID PARCEL B, THE NEXT NINE (9) DESCRIBED COURSES BEING COINCIDENT WITH SAID NORTHERLY BOUNDARY; THENCE NORTH 33°41'52" EAST, A DISTANCE OF 12.99 FEET; THENCE NORTH 67°21'44" EAST, A DISTANCE OF 16.01 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 115.50 FEET, A CENTRAL ANGLE OF 31°53'27", AND AN ARC LENGTH OF 64.29 FEET TO A POINT OF TANGENCY; THENCE NORTH 35°30'18" EAST A DISTANCE OF 84.82 FEET; THENCE NORTH 35°17'15" EAST A DISTANCE OF 69.38 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 191.50 FEET, A CENTRAL ANGLE OF 12°33'29", AND AN ARC LENGTH OF 41.97 FEET TO A POINT OF TANGENCY; THENCE NORTH 47°50'44" EAST A DISTANCE OF 91.32 FEET; THENCE NORTH 48°29'23" EAST A DISTANCE OF 32.85 FEET; THENCE NORTH 61°44'45" EAST A DISTANCE OF 70.50 FEET TO THE POINT OF BEGINNING.

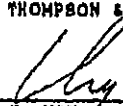
SAID LANDS LYING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA CONTAINING 2.224 ACRES (96,881 SQUARE FEET) MORE OR LESS.

BEARINGS DESCRIBED HEREIN ARE BASED UPON THE PLAT OF BROWARD COUNTY COURTHOUSE PHASE II, PLAT BOOK 142, PAGE 21 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. THE EAST LINE OF SECTION 10, TOWNSHIP 50 SOUTH, RANGE 42 EAST BEARS NORTH 00°40'00" EAST.

CERTIFICATE:

WE HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH CONFORMS TO CHAPTER 21HH-6.06(1), MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA AS ADOPTED BY THE DEPARTMENT OF PROFESSIONAL REGULATION, BOARD OF LAND SURVEYORS IN SEPTEMBER, 1981, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

GRAVEN THOMPSON & ASSOCIATES, INC.


WILSON E. WRAY
PROFESSIONAL LAND SURVEYOR NO. 2885
STATE OF FLORIDA

SHEET 1 OF 2 SHEETS
JOB NO. 91-0027
DATE: JUNE 14, 1993
REVISED: JUNE 30, 1993
SPJ/BJH

THIS SKETCH IS NOT VALID UNLESS IT
BEARS AN ORIGINAL SIGNATURE AND
AN EMBOSSED SURVEYOR'S SEAL

JUL 01 1993

Exhibit "B" to Park Easement

0K28452PED354



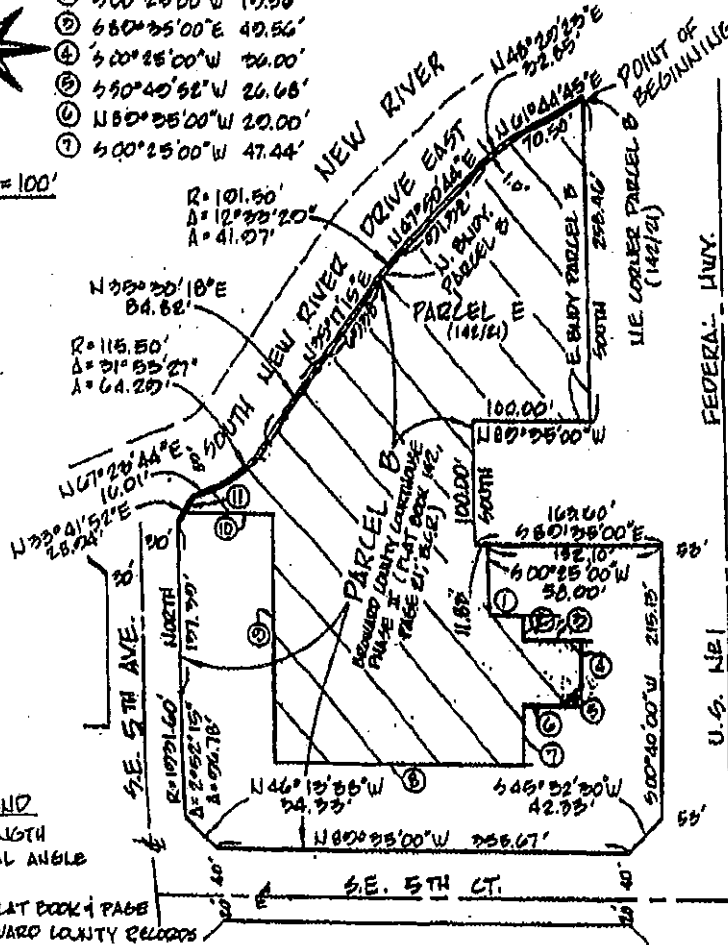
SKETCH TO ACCOMPANY DESCRIPTION

FOR: RIVERVIEW ASSOCIATES



- ① $68^{\circ}35'00''$ E. 22.88'
- ② $50^{\circ}25'00''$ W 17.56'
- ③ $68^{\circ}35'00''$ E 40.56'
- ④ $50^{\circ}25'00''$ W 26.00'
- ⑤ $50^{\circ}40'52''$ W 26.68'
- ⑥ $115^{\circ}05'00''$ W 20.00'
- ⑦ $50^{\circ}25'00''$ W 47.44'

SCALE: $1'' = 100'$



LEGEND

- A - ALL LENGTH
- Δ - CENTRAL ANGLE
- R - RADIUS
- (142/21) - PLAT BOOK & PAGE
- P.C.R. - BROWARD COUNTY RECORDS
- ① - DATA REFERENCE NUMBER



INDICATES
SUBJECT PARCEL

PARCEL A
(142/21)

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
COUNTY ADMINISTRATOR

PARK PARCEL

SHEET 2 OF 2

DATED: JUNE 8TH, 1993

UPDATED AND/OR REVISIONS	DATE	BY	CHKD
REVISED PARK BOUNDARY	6-8-93	B.F.	

NOTE: The undersigned and CHAYEN-THOMPSON & ASSOCIATES, INC. make no representation or guarantee as to the information contained herein pertaining to easements, right-of-way, set back lines, reservations, specifications and other similar matters. And further, this instrument is not intended to release or set forth of such matters. Such information should be obtained and confirmed by others through appropriate title research.

NOTE: Lines shown herein were not observed for right-of-way similar to those of record.

JOB NO. 01-0027 DRAWN BY: B.F. CHECKED BY: LA P.R. U/A PG. FILE NO.

EXHIBIT "B"
SMOKER PARK
Page 2 of 2

0K28452P60355

DESCRIPTION: PHASE 3

A PORTION OF PARCEL B, BROWARD COUNTY COURTHOUSE PHASE II, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 142, PAGE 21 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; TOGETHER WITH A PORTION OF SE 5TH AVENUE, VACATED PER CITY OF FORT LAUDERDALE ORDINANCE C-93-41 RECORDED IN OFFICIAL RECORDS BOOK 20680, PAGE 881, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST BOUNDARY OF THE PLAT OF JUDICIAL PARKING FACILITY, AS RECORDED IN PLAT BOOK 137, PAGE 38 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND THE WESTERLY EXTENSION OF THE SOUTH BOUNDARY OF PARCEL A, OF SAID PLAT OF BROWARD COUNTY COURTHOUSE PHASE II; THENCE SOUTH 89°35'00" EAST, ALONG SAID EXTENDED SOUTH BOUNDARY, A DISTANCE OF 200.01 FEET; THENCE NORTH, A DISTANCE OF 135.00 FEET; THENCE NORTH 89°35'00" WEST, A DISTANCE OF 118.00 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE WESTERLY, WHOSE RADIUS POINT BEARS SOUTH 85°50'14" WEST FROM THE LAST DESCRIBED POINT; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2270.69 FEET, A CENTRAL ANGLE OF 00°57'40", FOR AN ARC DISTANCE OF 38.08 FEET TO THE POINT OF TANGENCY; THENCE NORTH 05°07'28" WEST, A DISTANCE OF 90.06 FEET; THENCE NORTH 42°38'47" EAST, A DISTANCE OF 37.02 FEET; THENCE NORTH, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°35'00" WEST, A DISTANCE OF 8.75 FEET; THENCE NORTH 46°13'38" WEST, A DISTANCE OF 37.88 FEET; THENCE NORTH, A DISTANCE OF 155.48 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE WESTERLY, WHOSE RADIUS POINT BEARS NORTH 50°04'54" WEST FROM THE LAST DESCRIBED POINT; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 82.37 FEET; A CENTRAL ANGLE OF 77°51'07", FOR AN ARC DISTANCE OF 84.73 FEET; THENCE NORTH 33°41'52" EAST, A DISTANCE OF 13.49 FEET; THENCE SOUTH 89°35'00" EAST, A DISTANCE OF 73.55 FEET; THENCE SOUTH 00°25'00" WEST, A DISTANCE OF 271.00 FEET; THENCE NORTH 89°35'00" WEST, A DISTANCE OF 44.47 FEET TO THE POINT OF BEGINNING.

SAID LANDS BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA, CONTAINING 0.479 ACRES (20,857 SQUARE FEET), MORE OR LESS.

NOTE: THE BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED MERIDIAN PER THE PLAT OF BROWARD COUNTY COURTHOUSE PHASE II, RECORDED IN PLAT BOOK 142, PAGE 21 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. THE EAST LINE OF SECTION 10, TOWNSHIP 50 SOUTH, RANGE 42 EAST BEARS NORTH 00°40'00" EAST.

CERTIFICATE:

WE HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH CONFORMS TO THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN CHAPTER 61Q17-6 (FLORIDA ADMINISTRATIVE CODE), AS ADOPTED BY THE DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN SEPTEMBER, 1981, AS AMENDED, PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES, AND IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

CHAVEN THOMPSON & ASSOCIATES, INC.
LICENSED BUSINESS NUMBER 271

DOUGLAS M. DAVIE
PROFESSIONAL SURVEYOR & MAPPER NO. 4343
STATE OF FLORIDA

Sheet 1 of 2
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Created on 12/3/1999 1:55:00 PM REVISED 12/07/99
REVISED 1/16/03
DMD/dmd

EXHIBIT "C"
LICENSEE PROPERTY
Page 1 of 2



CRAVEN THOMPSON & ASSOCIATES INC.

ENGINEERS • PLANNERS • SURVEYORS

3563 N.W. 53RD. STREET, FORT LAUDERDALE, FLORIDA 33309 (954) 738-8400

OFFICES: FORT LAUDERDALE, VERO BEACH

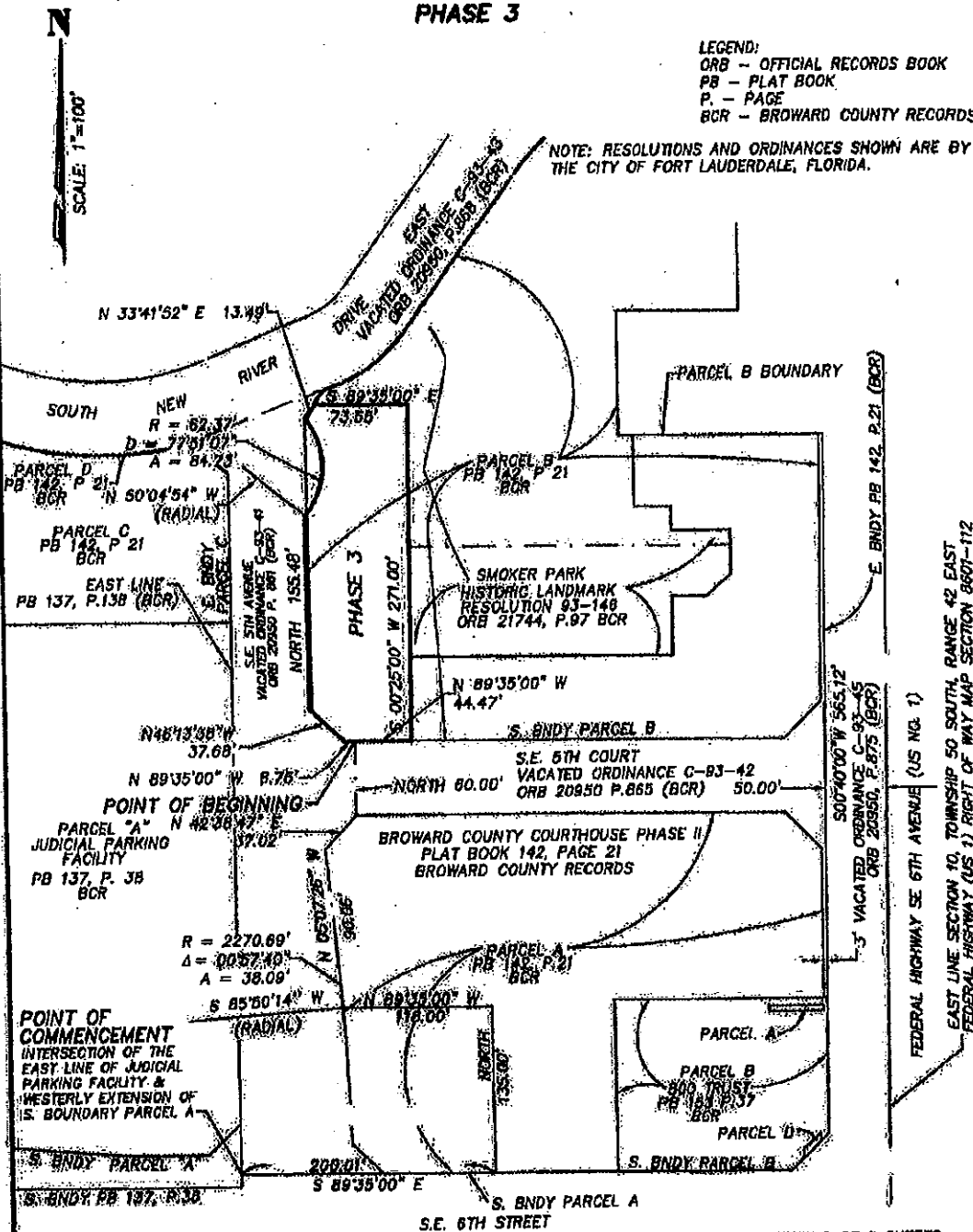
AMERICAN LAND

NOTE: THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown hereon.

SKETCH TO ACCOMPANY DESCRIPTION PHASE 3

LEGEND:
ORB - OFFICIAL RECORDS BOOK
PB - PLAT BOOK
P - PAGE
BCR - BROWARD COUNTY RECORDS

NOTE: RESOLUTIONS AND ORDINANCES SHOWN ARE BY THE CITY OF FORT LAUDERDALE, FLORIDA.



SHEET 2 OF 2 SHEETS

UPDATES and/or REVISIONS	DATE	BY	CK'D
REVISE BOUNDARY	12/7/89	DMD	DMD
REVISE BOUNDARY	1/16/93	DMD	DMD

NOTE: The undersigned and CRAVEN THOMPSON & ASSOCIATES, INC. make no representation or warranty as to the information reflected hereon pertaining to the subject property, or monuments set in connection with the preparation of the information shown hereon. Such information should be obtained and confirmed by others through appropriate title verification.

not obstructed for right-of-way end/or

G:\1991\910027\PH3BNDY.DWG

/A PG. DATE: 12/3/89

EXHIBIT "C"
LICENSEE PROPERTY
Page 2 of 2

JOB NO. 91-0027.001 DRAWN BY:

CRD