

This instrument prepared by:
Robert B. Dunckel,
Assistant City Attorney
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301

REVOCABLE LICENSE

THIS IS A REVOCABLE LICENSE granted this 26th day of November, 2014 by and between:

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

and

Performing Arts Center Authority, an independent special district and a public body politic, whose Post Office address is 201 SW 5th Avenue, Ft. Lauderdale, FL 33312, Fed Tax ID No. 59-2445804, its successors and assigns, jointly and severally, hereinafter, "LICENSEE"

RECITALS

WHEREAS, LICENSEE is the owner of property generally located at 201 SW 5th Avenue, Ft. Lauderdale, FL 33312, in the City of Ft. Lauderdale, which property is legally described on **Exhibit A**, attached hereto and made a part hereof ("Licensee's Property"); and

WHEREAS, LICENSEE is constructing a two story expansion to the Broward Center for the Performing Arts ("BCPA") facility; and

WHEREAS, in order to accommodate the BCPA expansion, LICENSEE applied to vacate a utility easement which interfered with the BCPA development plan for the expansion; and

WHEREAS, LICENSEE maintains the following within CITY right-of-way:

1. **Drainage control structure**. An existing drainage control structure, a portion of which is located on LICENSEE'S property (within the vacated utility easement area), and a portion of said drainage control structure is located in CITY right-of-way (SE 5th Avenue); and

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2. Expanded amphitheater area. An expansion to the BCPA's existing amphitheater which expansion will encroach within CITY right-of-way commonly referred to as the Riverwalk.

WHEREAS, on July 10, 2012, the City Commission adopted Resolution No. 12-128 vacating said utility easement subject to the CITY and LICENSEE entering into a Revocable License for maintenance, use, repair and replacement of said existing drainage control structure together with an out-flow 36-inch drainage pipe and concrete area leading to the drainage control structure; and

WHEREAS, the existing drainage control structure together with an out-flow 36-inch drainage pipe and concrete area leading to the drainage control structure are located within the area legally described on Exhibit B attached hereto and made a part hereof ("Drainage Control License Area"); and

WHEREAS, the amphitheater expansion is located within the area legally described on Exhibit C attached hereto and made a part hereof ("Amphitheater License Area") (the Drainage Control License Area and Amphitheater License Area shall collectively be referred to as License Areas");

WHEREAS, the site plan for the amphitheater expansion is included as Exhibit D, attached hereto and made a part hereof.

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 Engineer of the CITY, or his designee. 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.

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.

Effective Date means the effective date of this Revocable License, which shall be the date upon which this Revocable License is executed by the proper corporate officials for LICENSEE and CITY.

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

License Areas means those areas which contains the existing drainage control structure and out-flow 36-inch drainage pipe and concrete area leading to the drainage control structure and the amphitheater expansion areas legally described **Exhibits B and C**. The term License Areas shall include the phrase "or any part thereof".

LICENSEE means PERFORMING ARTS CENTER AUTHORITY an independent special district and a public body politic,

Permit means either a Building Permit issued by the Building Official pursuant to The Florida Building Code and Broward County Administrative Amendments thereto 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.

Plans and Specifications means the signed and sealed engineering drawings, plans, specifications, schematics, drawings, details, and topographic survey for the Project Improvements to be installed, constructed, operated, maintained, repaired within and removed from the License Areas, which such plans, specifications, drawings, details, etc. are on file in the Office of the City Engineer, **Master Permit No. 13050013**.

Project means the implementation, construction, installation, operation, maintenance, repair and replacement from time to time of the Project Improvements within the designated License Areas for the purpose of establishing, operating, maintaining and repairing, from time to time, the utilities and infrastructure serving the buildings and uses of the Broward Center for Performing Arts. The term *Project* also includes the ongoing obligation of maintenance and repair of the Project Improvements within the designated License Areas, including reconstruction, repair or reinstallation of Project Improvements from time to time and shall also include the operational activities involved in the Project Improvements. The term *Project* shall not include the possession, use or occupancy of the designated License Areas for any other purpose, except as expressly authorized in this Revocable License. The term *Project* includes any portion thereof.

Project Improvements means the existing drainage control structure together with an out-flow 36-inch drainage pipe and concrete area leading to the drainage control structure together

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with the amphitheater expansion improvements shown on **Exhibit D** located within the License Areas.

Property means the real property owned by PERFORMING ARTS CENTER AUTHORITY as shown on **Exhibit A**.

Staging of Materials or Equipment means the placement of materials or equipment or parking of vehicles within the public rights-of-way abutting the Property or vehicular travel lanes adjacent thereto during the assembling or construction of the Project Improvements 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 Areas when not being removed from the License Areas to Licensee's Property as soon as practicable.

Storage is synonymous with *Staging of Materials or Equipment* during the assembling or construction of the Project Improvements and shall mean the placement of materials or equipment within 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 public rights-of-way abutting the Property or vehicular travel lanes adjacent thereto.

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

3. Revocable License. From the Effective Date hereof, the CITY grants unto the LICENSEE a revocable license ("Revocable License") for the nonexclusive possession, use, construction, installation, operation, occupancy, maintenance, repair and replacement, from time to time, of the Project and Project Improvements within the License Areas at LICENSEE'S sole cost and expense, subject to the terms and conditions contained in this Revocable License.

4. Project Program. As part of a Project located on Licensee's Property, the CITY is requiring a Revocable License for the maintenance, use, repair and replacement of an existing drainage control structure together with the out-flow 36-inch drainage pipe and concrete area leading to the drainage control structure and for the construction of improvements within the amphitheater expansion area as show on the Site Plan for Amphitheater Expansion Area attached hereto as **Exhibit D**.

5. Term. The term of this Revocable License shall be for such time as LICENSEE has need to operate and maintain the Project and Project Improvements, subject to sooner termination as set forth below.

5.1 In the event that the Revocable License for the License Areas 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 above-mentioned License Areas 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) days advance notice to LICENSEE that the matter will be considered by the City Commission, then, in that event, the License granted herein for the respective License Areas shall be terminable, in whole or in part, at the will of the City Commission.

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 license granted herein 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 the any of the respective License Areas or adjacent publicly dedicated thoroughfare(s) for a superior conflicting municipal purpose, or continuation of the License granted herein as to the respective License Areas 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 the respective License Areas 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 Areas 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 For the License Areas where the Project Improvements are to be placed, installed or constructed, prior to construction and installation of Project Improvements within the License Areas, CITY, at the discretion of the City Engineer, LICENSEE shall perform, at its sole cost and expense, a sub-surface utility investigation.

6.1.1 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.

6.1.2 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 Project Improvements for a period of one (1) year after receiving a Certificate of Completion from the CITY Engineer.

6.2 Any damage to existing pavement or to any publicly owned property or rights-of-way, including sidewalk easement, caused by 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.

6.3 LICENSEE shall be responsible for making all utility notifications and obtaining all locations and clearances prior to performing any excavation work, including for the installation of signs and fence posts.

6.4 Any damage to existing pavement or to any publicly owned property or rights-of-way caused by the installation, movement or removal of Project Improvements shall be repaired to the satisfaction of the Office of City Engineer and the cost of such repairs shall be borne by LICENSEE.

6.5 Storage of construction materials or equipment shall be limited to the Property or other permissible area subject to the limitations referenced herein 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.

6.6 Storage of dumpsters and debris shall be limited to the 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.

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

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

6.9 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 this Project, Project Improvements and the Development 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.

6.9.1 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 21.1.1, et seq. hereof.

6.10 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. No portion of the speed humps or landscape islands may be located any closer than ten (10) feet to any underground utilities.

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, if requested by the City Manager which fee shall be based on the CITY'S reasonable projected cost of periodically inspecting the License Areas 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, if requested by the City Manager, amounting to the recovery of reasonable costs incurred by CITY in the administration, monitoring and enforcement of the License, including, but not limited to, staff time incurred in the examination of the Plans and Specifications for the Project, inspections to determine if the construction is proceeding in accordance with the Plans and Specifications approved by the Office of the City Engineer, 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, but in no event shall the amount of interest exceed the highest lawful rate allowed by Florida law. 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 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 Project, CITY shall be notified immediately.

10. Compliance with Regulations of Public Bodies. LICENSEE shall, at its sole cost and expense, possess, use, construct, operate, maintain and repair and replace, from time to time, the Project Improvements within the License Areas and the Project and perform such acts and do such things as shall be lawfully required by any public body having jurisdiction over the License Areas, Project Improvements and the Project in order to comply with health and sanitary requirements, fire hazard requirements, zoning requirements, building code requirements, City of Fort Lauderdale Engineering Standards, environmental requirements and other similar regulatory requirements.

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 possession, use, operation and maintenance of the Project or Project Improvements within the License Area.

12. Repairs and Maintenance. LICENSEE shall not commit waste or injury to the License Areas or the use, operation and maintenance of the Project Improvements maintained therein. LICENSEE shall, at its own cost and expense, at all times cause the Project Improvements within the License Areas to be safely and securely maintained, kept in good condition, repair, clean, and free of rubbish and other hazards to Persons using the License Areas. 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 and Project Improvements in their original condition at the time of the commencement of the License Term. The Office of the City Engineer shall approve all 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 Project and Project Improvements and CITY Engineering standards then in effect; provided, however, that LICENSEE shall only be responsible to make such repairs and replacements necessary to return the License Areas to the original condition at the time of commencement of the License Term. The License Areas 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 Persons shall be (1) **Doug Tober**, telephone number **(954) 468-3301**; and e-mail address: **dtober@browardcenter.org**. 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, construction, demolition or reconstruction of the Project Improvements 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 Areas, 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 Area. 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 the License Areas, LICENSEE shall remove all or any part of the Project Improvements and any components thereof upon revocation or termination of this License as aforesaid as to the respective License Areas and upon demand of CITY for removal of all or any part of the Project Improvements as to the respective License Areas and LICENSEE shall restore the surface of the such License Areas to the conditions that existed prior to LICENSEE's installation of all or any of the Project Improvements within the License Areas. 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 Project improvements contemplated herein with thirty (30) days after written demand by the City, the CITY is hereby authorized to remove such Project Improvements that interfere with the easement rights or the public's use of dedicated rights-of-way and restore the respective License Areas to the conditions that existed prior to the LICENSEE's construction of Project Improvements, 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 Project Improvements within the respective License Areas upon termination, in whole or in part, of this License.

16.2. In the event the LICENSEE fails to remove the Project Improvements and CITY finds it necessary to remove the Project Improvements in accordance with the foregoing, then the total expense incurred by the CITY in removing the Project Improvements and the administrative costs associated therewith shall be considered a special assessment and lien upon the Property. LICENSEE shall have thirty (30) days from the date of the statement of the total expenses incurred by the City and the administrative costs associated therewith within which to pay to the CITY the full amount due. Failure to timely pay the amount due or serve upon the City Manager a written letter contesting the statement of assessed expenses and administrative costs will result in the matter being scheduled before the City Commission for consideration of and adoption of a Resolution assessing against the Property the expenses and administrative costs associated with the CITY's removal of the Project Improvements. The Resolution may also impose a special assessment lien against the Property for the expenses and costs so assessed. A Notice of the Special Assessment assessed by the City Commission for the unpaid expenses and costs as stated above shall be recorded in the Public Records of Broward County, Florida. The assessed expenses and costs and the lien provided for herein may be closed in the manner provided by law.

17. Damage and Destruction. LICENSEE shall not by its possession, use, occupancy, operation, maintenance or repair of the respective License Areas, suffer or permit any damage to the respective License Areas or to the adjacent real property. If during the term of this Revocable License LICENSEE becomes aware that the Project Improvements within any of the

License Areas have been damaged, destroyed or deteriorated in whole or in part by fire, casualty, obsolescence, failure to maintain or any other cause, and whether or not such destruction or damage is covered by any insurance policy on the Project, 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 Areas, Project Improvements 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 Project Improvements within the respective License Areas or real property adjacent thereto, or any part thereof, if LICENSEE elects to remove such Project Improvements, LICENSEE shall seek the Permits and approvals, if any, required for such removal and cause such Project Improvements to be removed from the respective License Areas and return the respective License Areas 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 any of the License Areas by CITY 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 respective License Areas for the conduct of the Project under the terms and conditions stated herein. LICENSEE acknowledges and understands the provisions of §§ 8.05 and 8.09 of the CITY Charter with respect to Leases.

19. Indemnity.

(a) 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 respective License Areas or 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 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.

(b) 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 Areas. 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 the Project and employees of contractors retained by LICENSEE for the 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) Intentionally left blank.

- (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 insured 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 coverage 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 coverage as specified above, which such insurance shall also name CITY and its officers, agents, employees, volunteers and elected officials.
- (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,

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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.

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 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 21.1.5 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 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 and rights-of-way or CITY owned lands 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 within the thirty (30) day period set forth herein, then CITY shall have a right to record a Claim of Lien against the 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 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 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, or 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: Kelley Shanley, President and CEO
Performing Arts Center Authority
201 SW 5th Avenue
Fort Lauderdale, FL 33312

With copy to: Robert B. Lochrie III, Esq.
Lochrie & Chakas, P.A.
1401 E. Broward Boulevard, Suite 303
Ft. Lauderdale, FL 33301

(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. However, this shall not inhibit the assignment of the rights granted and obligations imposed under this License in connection with the conveyance of fee title to LICENSEE'S Property.

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

28. 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.

29. 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 and to any extent, 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.

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

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.**

38. 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.

39. Recording. This Revocable License shall be recorded 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.

Revocable License
LICENSEE: Performing Arts Center Authority
Drainage Control Structure and Amphitheater Expansion

AS TO CITY:

WITNESSES:

CITY OF FORT LAUDERDALE

Jeanette A Johnson
Jeanette A - Johnson
[Witness type or print name]

By [Signature]
John P. "Jack" Seiler, Mayor

Miranda Scott
MIRANDA SCOTT
[Witness type or print name]

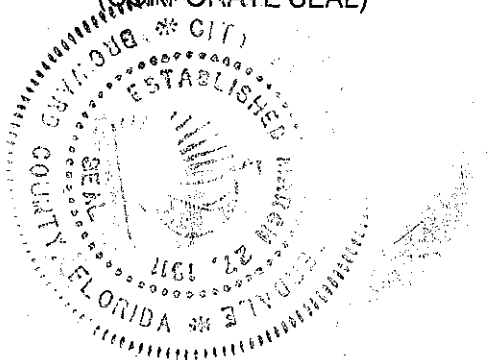
By [Signature]
Lee R. Feldman, City Manager

ATTEST:

[Signature]
Jonda Joseph, City Clerk

(CORPORATE SEAL)

CITY ATTORNEY'S OFFICE
Approved as to form:



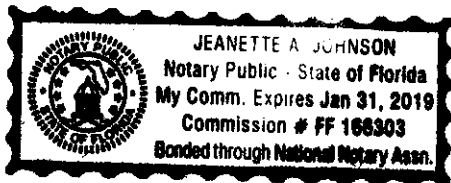
By: [Signature]
Printed Name: Robert B. Duncel
Title: Assistant City Attorney

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 25th day of November 2014, 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)

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: 1/31/19

Commission Number FF 166303

Revocable License
LICENSEE: Performing Arts Center Authority
Drainage Control Structure and Amphitheater Expansion

STATE OF FLORIDA:
COUNTY OF BROWARD:

Stanley D. Hawthorne, Acting City Manager for:

The foregoing instrument was acknowledged before me this 21st day of November, 2014, 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 January 30, 2017
EE 842025
Commission Number

L:\REALPROP\REV_LIC\2014\Performing Arts Center Authority\BCPA Revocable License 10.22.14 (rbd.1).docx

Revocable License
LICENSEE: Performing Arts Center Authority
Drainage Control Structure and Amphitheater Expansion

AS TO LICENSEE:

WITNESSES:

[Signature]
[Witness Signature]

Douglas W. Tobler
[Witness print/type name]

[Signature]
[Witness Signature]

TIMOTHY WEEKS
[Witness print/type name]

PERFORMING ARTS CENTER AUTHORITY

By: [Signature]

Printed Name: Kelley Shanley

Title: PRESIDENT / C.E.O.

Dated this 10 day of November, 2014.

ACKNOWLEDGEMENT

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 10th day of November, 2014 by Kelley Shanley, as President / CEO of PERFORMING ARTS CENTER AUTHORITY. She is personally known to me or has produced as identification and did / did not (circle one) take an oath.

[Signature]
Notary Public, State of Florida
Signature of Notary Acknowledgement)

Dianne Leonard
Name of Notary Typed,
Printed or Stamped



My Commission Expires:

May 10, 2018
Commission Number

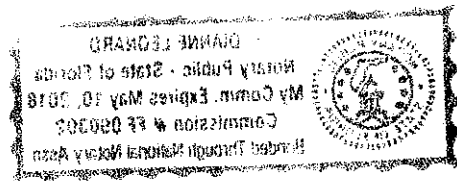
EXHIBITS LIST:

EXHIBIT A - Licensee's Property

EXHIBIT B – Drainage Control License Area

EXHIBIT C – Amphitheater Expansion License Area

EXHIBIT D – Site Plan for Amphitheater Expansion Area



Revocable License
LICENSEE: Performing Arts Center Authority
Drainage Control Structure and Amphitheater Expansion

EXHIBITS LIST:

EXHIBIT A - Licensee's Property

EXHIBIT B – Drainage Control License Area

EXHIBIT C – Amphitheater Expansion License Area

EXHIBIT D – Site Plan for Amphitheater Expansion Area

EXHIBIT A
Licensee's Property

Parcel "A" of PERFORMING ARTS CENTER, according to the Plat thereof as recorded in Plat Book 140, Page 43 of the Public Records of Broward County, Florida.

**EXHIBIT "B" - LICENSE AREA
AREA OF CONTROL STRUCTURE
SHARED BY THE CITY OF FORT LAUDERDALE
AND THE PERFORMING ARTS CENTER**

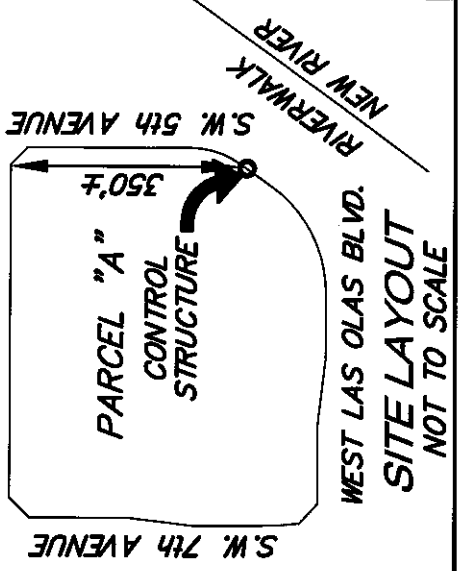
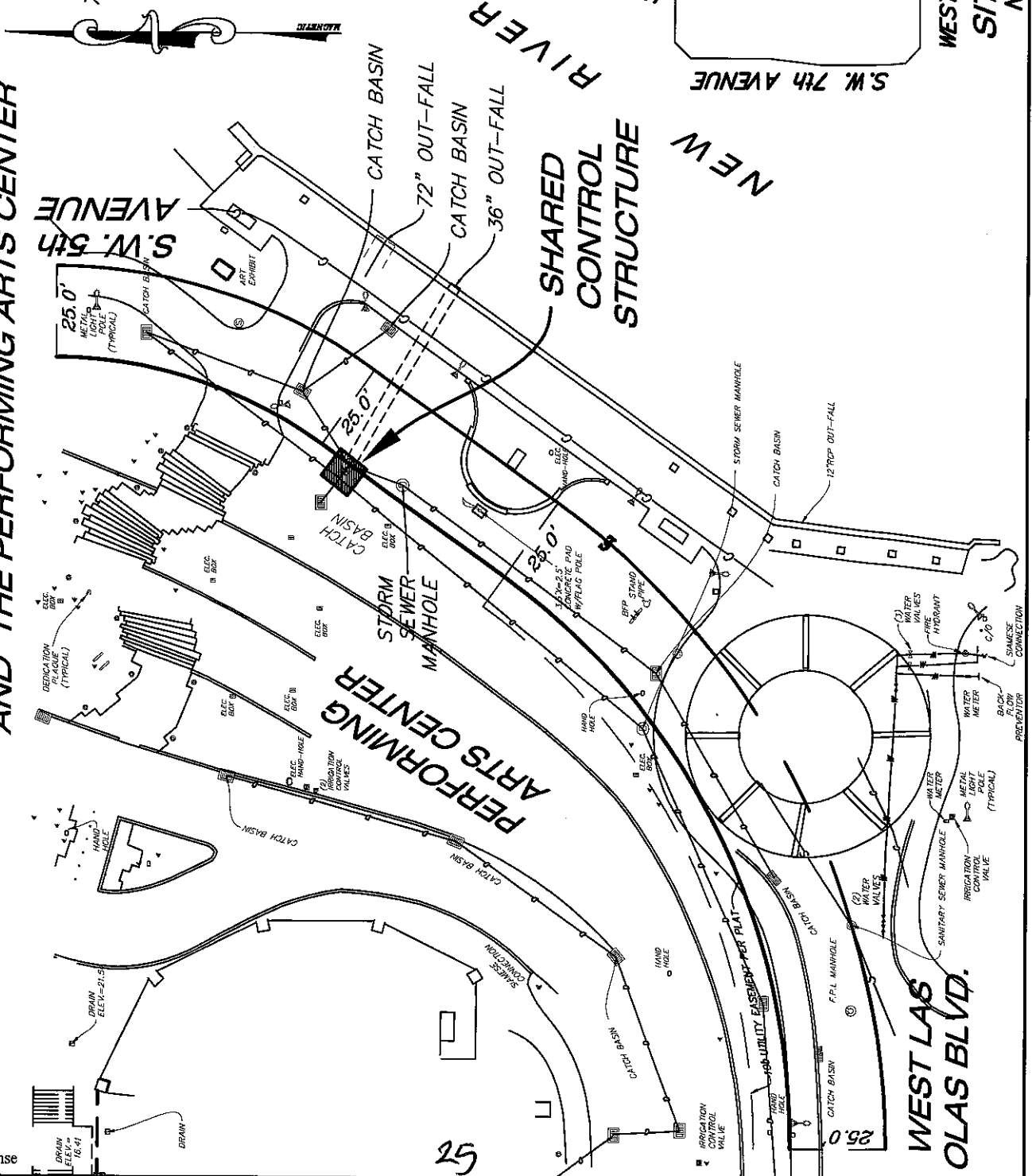
SCALE 1" = 40'

prepared by
**McLAUGHLIN ENGINEERING
COMPANY LB#285**
ENGINEERING * SURVEYING *
PLATTING * LAND PLANNING
400 N.E. 3rd AVENUE
FORT LAUDERDALE,
FLORIDA 33301 PHONE (954)
763-7611 * FAX (954) 763-7615

GENERAL DESCRIPTION:

The subject Control Structure is located approximately 350 feet South of the North line of Parcel "A", PERFORMING ARTS CENTER, according to the plat thereof, as recorded in Plat Book 140, Page 43, of the public records of Broward County, Florida, along the East line of said Parcel "A" and extending into the right-of-way for S.W. 5th Avenue.

EXHIBIT B
License Area
Drainage Control Structure



WEST LAS OLAS BLVD.

**SITE LAYOUT
NOT TO SCALE**



McLAUGHLIN ENGINEERING COMPANY
LB#285

ENGINEERING * SURVEYING * PLATTING * LAND PLANNING
400 N.E. 3rd AVENUE FORT LAUDERDALE, FLORIDA
33301 PHONE (954) 763-7611 * FAX (954) 763-7615

Exhibit C
Riverwalk License Area
for Amphitheater Expansion

SKETCH AND DESCRIPTION
TO ACCOMPANY REVOCABLE LICENSE FOR
AMPHITHEATER EXPANSION
ADJACENT TO PARCEL "A",
"PERFORMING ARTS CENTER"
(P.B. 140, PAGE 43, B.C.R.)
SHEET 1 OF 2 SHEETS

LEGAL DESCRIPTION:

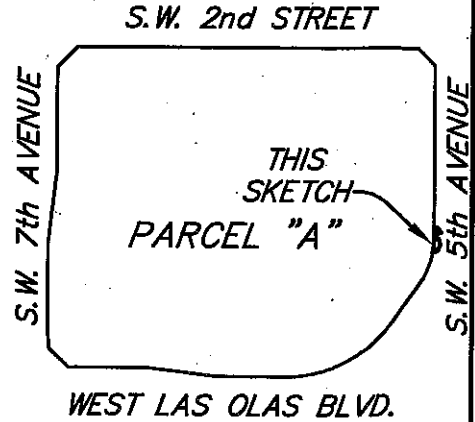
A portion of S.W. 5th Avenue, East of and adjacent to Parcel "A", PERFORMING ARTS CENTER, according to the plat thereof, as recorded in Plat Book 140, Page 43, of the public records of Broward County, Florida, more fully described as follows:

Commencing at the most Southerly, Northeast corner of said Parcel "A"; thence South South 00°07'12" East, on the East line of said Parcel "A", a distance of 241.43 feet to the Point of Beginning; thence continuing south 00°07'12" East, on said East line, a distance of 5.58 feet to a point of curve; thence Southerly on said East line and on said curve to the right, with a radius of 124.78 feet, a central angle of 10°56'04", an arc distance of 23.81 feet to a point on a curve; thence Northeasterly, Northerly and Northwesterly on said curve to the left, whose radius point bears North 09°46'03", with a radius of 12.90 feet, a central angle of 131°17'43", an arc distance of 29.56 feet to a point of tangency; thence North 51°03'47" West, a distance of 1.98 feet; thence North 38°56'13" East, a distance of 4.17 feet to a point of curve; thence Northeasterly on said curve to the right, with a radius of 6.00 feet, a central angle of 57°29'39", an arc distance of 6.02 feet to a point on a curve; thence Northwesterly on said curve to the left, whose radius point bears South 57°03'17" West, with a radius of 25.00 feet, a central angle of 23°04'29", an arc distance of 10.07 feet to a point on a curve; thence Southerly on said curve to the right, whose radius point bears North 89°25'22" West, with a radius of 10.00 feet, a central angle of 38°21'36", an arc distance of 6.70 feet to a point of tangency; thence South 38°56'13" West, a distance of 1.44 feet to the Point of Beginning.

Said lands situate, lying and being in the City of Fort Lauderdale, Broward County, Florida and containing 226 square feet or 0.0052 acres more or less.

NOTES:

- 1) This sketch reflects all easements and rights-of-way, as shown on above referenced record plat(s). The subject property was not abstracted for other easements road reservations or rights-of-way of record by McLaughlin Engineering Company.
- 2) Legal description prepared by McLaughlin Engineering Co.
- 3) This drawing is not valid unless sealed with an embossed surveyors seal.
- 4) THIS IS NOT A BOUNDARY SURVEY.
- 5) Bearings shown refer to record plat (140/43) and assume the East line of Parcel "A", as South 00°07'12" East.



CERTIFICATION

Certified Correct. Dated at Fort Lauderdale, Florida this 12th day of June, 2014.

McLAUGHLIN ENGINEERING COMPANY

JERALD A. McLAUGHLIN
Registered Land Surveyor No. 5269
State of Florida.

FIELD BOOK NO. _____

DRAWN BY: JMMjr

JOB ORDER NO. U-9325

CHECKED BY: _____

Revocable License REF. DWG.: 08-3-61
LICENSEE: Performing Arts Center Authority
Drainage Control Structure and Amphitheater Expansion

C: \JMMjr\2014\U9325 (EASE)

28

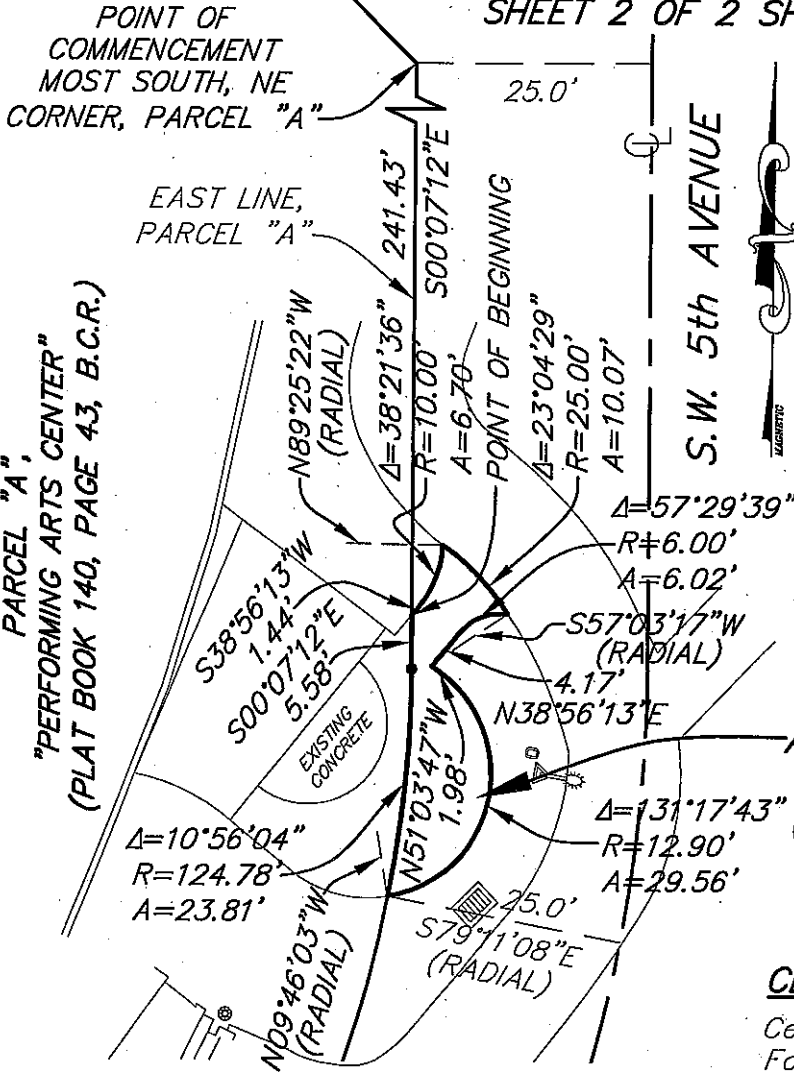


McLAUGHLIN ENGINEERING COMPANY
LB#285

ENGINEERING * SURVEYING * PLATTING * LAND PLANNING
 400 N.E. 3rd AVENUE FORT LAUDERDALE, FLORIDA
 33301 PHONE (954) 763-7611 * FAX (954) 763-7615

SCALE 1" = 20'

SKETCH AND DESCRIPTION
TO ACCOMPANY
REVOCABLE LICENSE FOR AMPHITHEATER EXPANSION
ADJACENT TO PARCEL "A",
"PERFORMING ARTS CENTER"
(P.B. 140, PAGE 43, B.C.R.)
SHEET 2 OF 2 SHEETS



LEGAL DESCRIPTION:

A portion of S.W. 5th Avenue, East of and adjacent to Parcel "A", PERFORMING ARTS CENTER, according to the plat thereof, as recorded in Plat Book 140, Page 43, of the public records of Broward County, Florida, more fully described on Sheet 1 of 2 Sheets.

Said lands situate, lying and being in the City of Fort Lauderdale, Broward County, Florida and containing 226 square feet or 0.0052 acres more or less.

AMPHITHEATER EXPANSION (226 SQ. FT.)

CERTIFICATION

Certified Correct. Dated at Fort Lauderdale, Florida this 12th day of June, 2014.

McLAUGHLIN ENGINEERING COMPANY

JERALD A. McLAUGHLIN
 Registered Land Surveyor No. 5269
 State of Florida

NOTES:

- 1) This sketch reflects all easements and rights-of-way, as shown on above referenced record plat(s). The subject property was not abstracted for other easements road reservations or rights-of-way of record by McLaughlin Engineering Company.
- 2) Legal description prepared by McLaughlin Engineering Co.
- 3) This drawing is not valid unless sealed with an embossed surveyors seal.
- 4) THIS IS NOT A BOUNDARY SURVEY.
- 5) Bearings shown refer to record plat (140/43) and assume the East line of Parcel "A", as South 00°07'12" East.

FIELD BOOK NO. _____

DRAWN BY: JMMjr _____

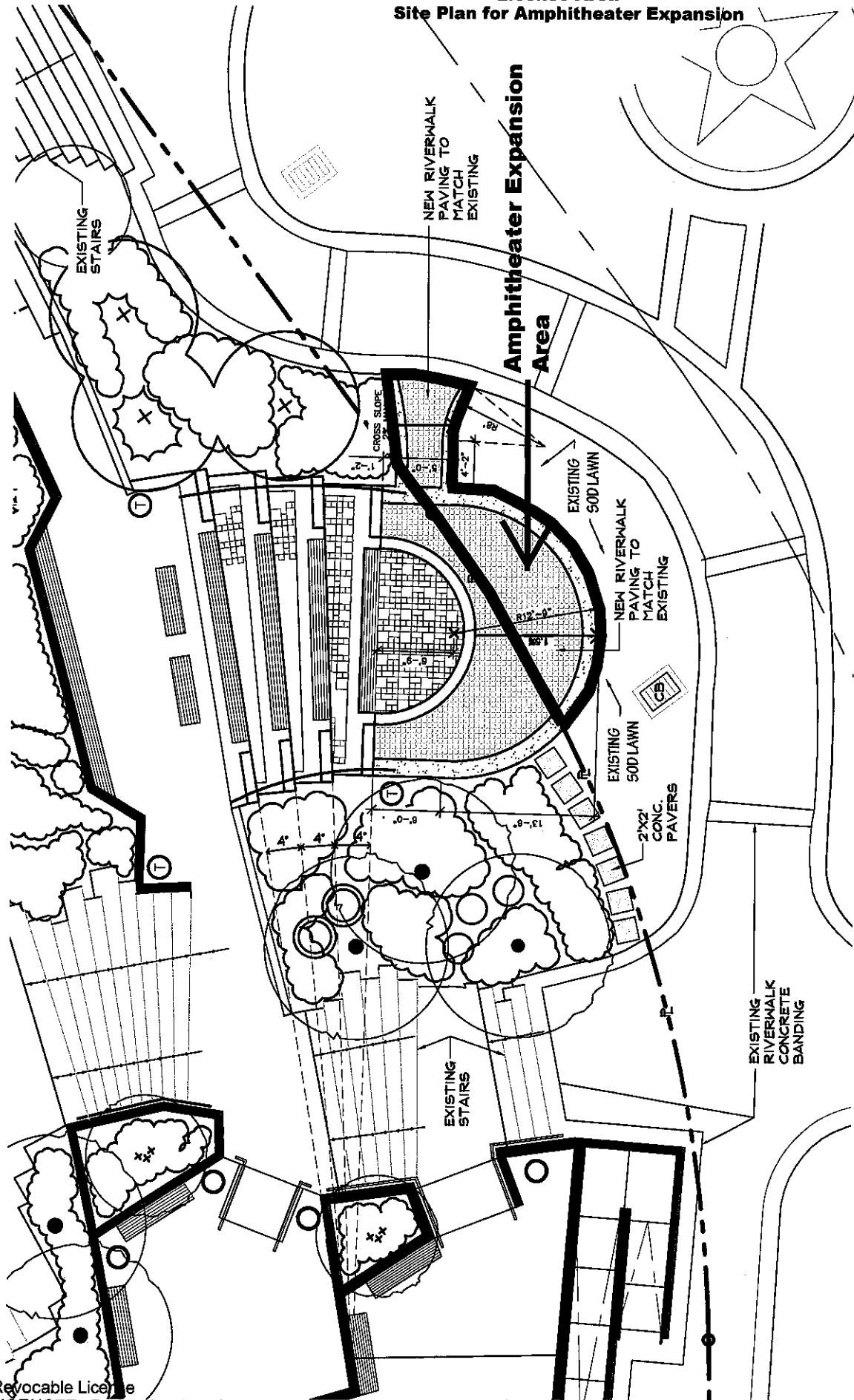
JOB ORDER NO. U-9325 _____

CHECKED BY: _____

Revocable License REF. DWG.: 08-3-61
 LICENSEE: Performing Arts Center Authority
 Drainage Control Structure and Amphitheater Expansion

C: \JMMjr\2014\U9325 (EASE)

EXHIBIT D
License Area
Site Plan for Amphitheater Expansion



Dale Design
 Landscape Architecture
 147 Cambridge Street
 Winchester, Massachusetts 01890
 Tel: 781-729-3541 e-mail: dale@trigmail.com

19 MAY 2014

BCPA AMPHITHEATER MODIFICATION

SCALE: NOT TO SCALE

4A

25