



DOCUMENT ROUTING FORM

2L 7/10/19

Today's Date: July 3, 2019

DOCUMENT TITLE: REVOCABLE LICENSE AGREEMENT (BETWEEN CITY AND THE HARBOR SHOPS, LLC)

COMM. MTG. DATE: 5/7/19 CAM #: 19-0475 ITEM #: M-4 CAM attached: YES NO

Routing Origin: CAO Router Name/Ext: JOLENE C. Action Summary attached: YES NO

CIP FUNDED: YES NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

1) City Attorney's Office: Documents to be signed/routed? YES NO # of originals attached: 2

Is attached Granicus document Final? YES NO Approved as to Form: YES NO

Date to CCO: 7/5/19 D'Wayne Spence Attorney's Name Initials

2) City Clerk's Office: # of originals: 2 Routed to: Ext Date: 7/5/19

3) City Manager's Office: CMO LOG #: July 20 Document received from: CCO

Assigned to: CHRIS LAGERBLOOM ROB HERNANDEZ RHODA MAE KERR CHRIS LAGERBLOOM as CRA Executive Director

APPROVED FOR C. LAGERBLOOM'S SIGNATURE N/A C. LAGERBLOOM TO SIGN

PER DCM: ROB HERNANDEZ (Initial/Date) PER IACM R. KERR (Initial/Date)

PENDING APPROVAL (See comments below)

Comments/Questions:

Forward 2 originals to Mayor CCO Date: 7/8/19

4) Mayor/CRA Chairman: Please sign as indicated. Forward 2 originals to CCO for attestation/City seal (as applicable) Date: 7/8/19

INSTRUCTIONS TO CITY CLERK'S OFFICE

City Clerk: Retains 1 original and forwards 1 originals to: JOLENE C. (CAO) Name/Dept/Ext)

Attach certified Reso # YES NO Original Route form to CAO (Jolene C.)

NOTICE: PURCHASERS, GRANTEEES, HEIRS, SUCCESSORS, AND ASSIGNS OF ANY INTEREST IN THE BURDENED PARCEL SET FORTH IN EXHIBIT "A" ARE HEREBY PUT ON NOTICE OF THE OBLIGATIONS SET FORTH WITHIN THIS AGREEMENT WHICH SHALL RUN WITH THE BURDENED PARCEL.

REVOCABLE LICENSE AGREEMENT

THIS IS AN AGREEMENT made and entered into by and among: THE CITY OF FORT LAUDERDALE, a municipal corporation located in Broward County Florida, organized and existing under the laws of the State of Florida, hereinafter referred to as the "CITY,"

and

THE HARBOR SHOPS, LLC, a Florida Limited Liability Corporation, authorized to conduct business in the State of Florida, hereinafter referred to as the "LICENSEE," (collectively referred to as "Parties").

WHEREAS, LICENSEE, is the owner of property utilized as a commercial shopping center, legally described in Exhibit "A,"; and

WHEREAS, CITY is the governing jurisdiction for the right-of-way for SE 10th Avenue, which is the city collector that distributes traffic to and from SE 17th Street; and

WHEREAS, LICENSEE seeks the non-exclusive access and use of a portion of said right-of-way described in Exhibit "B," attached hereto and incorporated herein (the "Property") for purposes of directional signage; and

WHEREAS, CITY is willing to permit the non-exclusive access and use of said Property for public purposes of directing traffic to SE 10th Avenue in order to reduce impacts of SE 17th Street and nearby collectors including Cordova Road; and

WHEREAS, the Parties have agreed to enter into this Revocable License Agreement to permit such directional signage under terms and conditions as set forth herein;

NOW THEREFORE IN CONSIDERATION of the mutual terms, conditions, promises and covenants hereinafter set forth, CITY and LICENSEE agree as follows:

1. The above recitals and representations are true and correct and are incorporated herein.
2. DESCRIPTION OF PROPERTY. That portion of the right-of-way as described in Exhibit "B," attached hereto and incorporated herein (the "Property").



3. TERM.

3.1 The term of this Agreement shall commence upon its execution by all Parties and shall continue until this Agreement is terminated as provided for in Section 12 herein below.

3.2 In the event that the license granted herein or the actions of the **LICENSEE** or any of its agents, servants, employees, guests or invitees or the agents, servants, employees, guests or invitees of any of the **LICENSEE**'s contractors, subcontractors or independent contractors shall (a) ever conflict with a superior municipal interest of the **CITY** or public, or (b) at any time the **CITY** requires the use of the above-mentioned License Area or publicly dedicated thoroughfare for a superior conflicting municipal purpose or (c) determines that continuation of the License granted herein is no longer in the best public interest, all as determined by the City Commission, then, in that event, the License granted herein shall be terminable at the will of the City Commission upon sixty (60) days advance written notice to the **LICENSEE**.

3.3 In the event **LICENSEE** is in violation of any of the material terms or conditions of this Revocable License, as determined by the City Manager, then, upon advance written notice to **LICENSEE** of not less than twenty-four (24) hours where **LICENSEE** is given an opportunity to be heard on the matters, the authority granted by this License may be temporarily revoked or suspended by the City Manager until the violation is cured, or until such time, no longer than sixty (60) days, that the City Commission considers whether to terminate this License, with **LICENSEE** having the opportunity to be heard.

3.4 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 such a circumstance immediate notice shall be provided to **LICENSEE** by hand delivery pursuant to the provisions of Section 15. This suspension shall continue until the emergent condition is cured, or until such time, no longer than sixty (60) days, that the City Commission considers whether to terminate this License, with **LICENSEE** having the opportunity to be heard.

3.5 This Revocable License may also be revoked or terminated pursuant to the terms of Section 12.

4. USE OF PROPERTY. **CITY** hereby grants to **LICENSEE** the revocable license for non-exclusive access and use of the Property only for the purpose(s) designated below (the "improvements"), including the ongoing maintenance and repair thereof, which is more fully described and illustrated in Exhibit "C," attached hereto and incorporated herein, hereinafter referred to as the "Licensed Use." The improvements must meet **CITY** minimum standards as set forth in "Minimum Standards Applicable to Public Rights-of-Ways Under Broward County Jurisdiction." The Property shall not be used for any other purpose whatsoever without written amendment of this Agreement.



LICENSEE shall not permit the Property to be used in any manner which will violate any laws or regulations of any governmental entity or agency.

- 4.1 **LICENSEE** shall submit plans for the installation of the improvements, together with a schedule for the ongoing maintenance thereof, to **CITY** at least thirty (30) days before installation, and shall not install the improvements until written approval is obtained from **CITY**.
- 4.2 **LICENSEE** shall notify **CITY** within five (5) days after installation of the improvements. **CITY** may require **LICENSEE** to reinstall or remove the improvements, if the improvements or use do not comply with this Agreement or the approved plans.
- 4.3 **CITY**, its agents or authorized employees, shall continue to have unimpeded and unrestricted access to the Property at any and all times to examine it to determine if **LICENSEE** is properly using and maintaining the Property pursuant to the terms and conditions of this Agreement.
- 4.4 Any replacement of the improvements by **LICENSEE** shall require the prior submittal of plans and approval by **CITY**, consistent with the requirements under Sections 4.1 and 4.2 above.
5. COMPENSATION. No payment to **CITY** shall be made by **LICENSEE** for the privileges granted in this Agreement.
6. ASSIGNMENT. Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered, without the written consent of **CITY**. Should **LICENSEE** attempt to do so, then this Agreement shall terminate immediately, without prior notice to **LICENSEE**.
7. DAMAGE TO PROPERTY. **LICENSEE** shall not by its access or use cause damage to the Property. The Parties agree that all improvements and personal property placed by **LICENSEE** upon the Property shall remain the property of **LICENSEE**, and shall be placed upon the Property at risk of **LICENSEE**. **LICENSEE** shall give the **CITY**, or its agent, prompt written notice by registered or certified mail of any occurrence, incident, or accident occurring on the Property.
8. INDEMNIFICATION OF CITY.
 - 8.1 **LICENSEE** agrees to indemnify, hold harmless, and, at City Attorney's option, defend or pay for an attorney selected by City Attorney to defend **CITY**, its officers, agents, and employees, against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by negligent act or omission of **LICENSEE**, its employees, agents or officers, or accruing, resulting from, or related to the subject matter of this Agreement, including, without limitation any and all claims, demands, or causes



of action of any nature whatsoever resulting from injuries or damages sustained by any person or property.

8.2 In the event that **LICENSEE** contracts with a third party to perform any of **LICENSEE**'s obligations under this Agreement, any contract with such third party shall include the following provisions:

8.2.1 Indemnification: **LICENSEE**'s contractor shall indemnify and hold harmless **CITY**, its officers, agents, and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of **LICENSEE**'s contractor, and other persons employed or utilized by **LICENSEE**'s contractor in the performance of this Agreement. These indemnifications shall survive the term of this Agreement. To the extent permitted by law, in the event that any action or proceeding is brought against **CITY** by reason of any such claim or demand, **LICENSEE**'s contractor shall, upon written notice from **CITY** resist and defend such action or proceeding by counsel satisfactory to **CITY**.

8.2.2 To the extent permitted by law, the indemnification provided above shall obligate **LICENSEE**'s contractor to defend, at its own expense, to and through appellate, supplemental, or bankruptcy proceeding, or to provide for such defense, at **CITY** option, any and all claims of liability and all suits and actions of every name and description covered by subsection 8.2.1 above which may be brought against **CITY**, whether services were performed by **LICENSEE**'s contractor or persons employed or utilized by **LICENSEE**'s contractor.

8.3 The provisions of this article shall survive the expiration or earlier termination of this Agreement.

9. INSURANCE.

9.1 **LICENSEE** shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement, the insurance coverage set forth in this article, in accordance with the terms and conditions required by this article.

9.2 Such policy shall be issued by companies authorized to do business in the State of Florida, with an AM Best financial rating of A – or better. **LICENSEE** shall specifically protect **CITY** by naming "The City of Fort Lauderdale" as an additional insured under the Commercial General Liability Insurance policy described below.

Commercial General Liability insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) per

aggregate with a combined single limit for bodily injury and property damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability policy as filed by the Insurance Services Office without restrictive endorsements excluding or limiting coverage for:

- A. Premises and/or Operations
- B. Contractual Liability
- C. Broad Form Property Damage
- D. Independent Contractors
- E. Personal Injury
- F. Explosion/Collapse/Underground Hazard

9.3 **LICENSEE** shall provide to **CITY** proof of insurance in the form of Certificates of Insurance and Endorsements, Declarations pages or policies as required by this article upon execution of this Agreement. Broward County shall be named Certificate Holder. Proof of coverage renewal shall be provided upon expiration of any insurance policy/ies evidencing coverage in continuous force throughout the term of this Agreement.

9.4 In event that **LICENSEE** contracts with a third party to perform any of **LICENSEE**'s obligations under this Agreement, any contract with such third party shall include, at a minimum, the following provisions:

9.4.1 Commercial General Liability insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000) per occurrence and per aggregate with a combined single limit for bodily injury and property damage.

9.4.2 Business Automobile Liability insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000) per occurrence combined single limit for bodily injury and property damage.

9.4.3 Workers' Compensation insurance coverage in compliance with Florida Statutes. Policy shall include employers' liability with minimum limits of One Hundred Thousand Dollars (\$100,000).

9.4.4 **LICENSEE**'s contractor shall list "The City of Fort Lauderdale" and **LICENSEE** as additional insureds on the Commercial General Liability policy and, upon request, shall furnish to the **CITY**, Certificates of Insurance and Endorsements evidencing the insurance coverage specified above.

9.4.5 Coverage is not to cease and is to remain in full force and effect until all performance required by **LICENSEE**'s contractor is completed.

10. MAINTENANCE, REPAIRS, AND OTHER OBLIGATIONS. **LICENSEE** shall be responsible for all costs associated with the Licensed Use of the Property, including maintenance and repair, utility relocations, mitigation of landscaping, and costs for

repairing any damage to the Property or adjacent right-of-way. LICENSEE shall keep the Property clean, sanitary, and free from trash and debris. LICENSEE specifically agrees to install, maintain, and repair the improvements as detailed in the plans as shown in Exhibit "C," in a manner that will not pose a hazard to persons or vehicles on adjacent property or the right-of-way.

11. SECURITY. (Check One)

LICENSEE is obligated to maintain with the CITY adequate security in the form of a cash bond or letter of credit in the amount of \$ _____ to ensure the ongoing maintenance and repair of the improvements during the term of this Agreement and to ensure restoration of the Property following termination.

There is no obligation for security as part of this Revocable License Agreement.

12. TERMINATION. This Agreement is merely a right to access and use, and grants no estate in the Property. This Agreement may be terminated by CITY, through action of The City Commission of the City of Fort Lauderdale, with or without cause and at any time upon sixty (60) days written notice to LICENSEE. If this Agreement is terminated without cause, the City Commission shall make a finding, in its sole discretion, that the Property, or portion thereof, is needed by CITY for transportation improvements that preclude the further maintenance and location of the signage. In the event that planned transportation improvements would cause the signage to be removed, but the Property has available space to relocate the signage, LICENSEE shall have the option, at its sole cost and expense, to relocate and install the subject signage with the dimensions of the Property.

13. SURRENDER UPON TERMINATION.

LICENSEE shall peaceably surrender its use of and deliver the Property to the CITY or its agents, immediately upon expiration or termination of this Agreement.

LICENSEE shall remove from the Property, at LICENSEE's own expense, the improvements placed upon it unless the CITY, in writing, authorizes LICENSEE to leave the improvements on the Property. CITY shall have no obligation to move, reinstall, replace, or in any way compensate LICENSEE for any loss resulting from or arising out of the termination of this Agreement, the requirement to remove the improvements, or the removal of the same by CITY upon failure of the LICENSEE to restore the Property. LICENSEE agrees to restore the Property to its original or a safe condition, as determined by and at the sole discretion of the CITY, following removal of the improvements. LICENSEE shall be obligated to repair or pay for any damage to CITY property resulting from the removal of the improvements.

14. WAIVER. Failure of the CITY to insist upon strict performance of any covenant or condition of the Agreement, or to exercise any right contained in this Agreement shall not be construed as a waiver or relinquishment for the future of any such covenant, condition,

or right; but the same shall remain in full force and effect. None of the conditions, covenants, or provisions of this Agreement shall be waived or modified by the Parties unless done so in writing as provided for in Section 23 below.

15. NOTICES.

Whenever any Party desires to give notice to the others, such notice must be in writing sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgement of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this article. For the present, the Parties designate the following:

For **CITY**:

City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

For **LICENSEE**:

Harbor Shops, LLC
1845 Cordova Road
Suite 215
Fort Lauderdale, FL 33316

16. ENTIRE AGREEMENT. This Agreement embodies the entire agreement between the Parties. It may not be modified or terminated except as provided in this Agreement. If any provision herein is invalid, it shall be considered deleted from this Agreement, and such deletion shall not invalidate the remaining provisions.
17. COMPLIANCE WITH LAWS. **LICENSEE** shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations related to the use of the Property.
18. LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All Parties acknowledge and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which any party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EACH PARTY MAY HAVE TO A TRIAL**

BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS ARTICLE, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

19. COVENANTS RUNNING WITH THE LAND AND RECORDATION OF AGREEMENT. It is specifically intended that LICENSEE's obligations under this Agreement shall be a covenant upon the land described in Exhibit "A" and shall run with such land to all succeeding owners. The covenant shall be subject to specific performance in addition to any and all other remedies available to CITY. This Agreement shall be recorded in the Public Records of Broward County Florida, at LICENSEE's expense. Upon termination of this Agreement, a document of equal dignity to this document shall be executed and recorded by CITY.
20. INTERPRETATION. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires.
21. EXHIBITS. The attached Exhibits "A," "B," and "C" are incorporated into and made a part of this Agreement.
22. FURTHER ASSURANCES. The Parties hereby agree to execute, acknowledge, and deliver and cause to be done, executed, acknowledged, and delivered all further assurances and to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.
23. AMENDMENTS. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similarly formality as this Agreement and executed by the CITY and LICENSEE.
24. CHANGES TO FORM AGREEMENT. LICENSEE represents and warrants that there have been no revisions, alterations, or changes whatsoever to this form Agreement without the prior written consent of the City Attorney's Office. Any unapproved changes shall be deemed a default of this Agreement and of no legal effect.

[THIS PAGE IS INTENTIONALLY LEFT BLANK]

A handwritten signature in black ink, appearing to be 'JSP', located in the bottom right corner of the page.

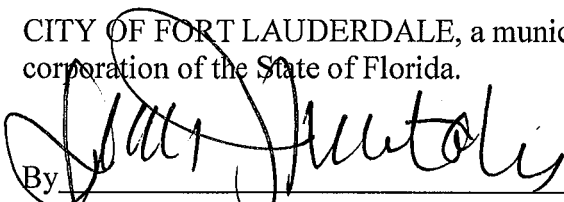
IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY

WITNESSES:

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida.

Jeannette A. Johnson

By 
DEAN J. TRANTALIS, Mayor


Jeannette A. Johnson
Print Name

Mary J. Matthews

By 
CHRISTOPHER J. LAGERBLOOM
City Manager

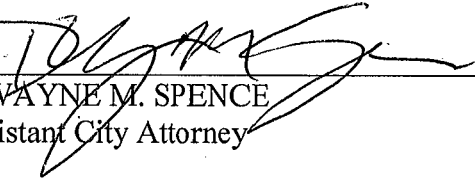
Mary J. Matthews
Print Name

(SEAL)

ATTEST: 
JEFFREY A. MODARELLI, City Clerk

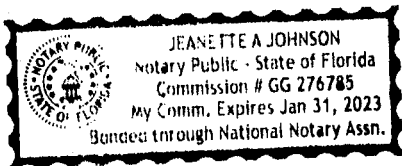
Approved as to form:

ALAIN E. BOILEAU, City Attorney

By 
D'WAYNE M. SPENCE
Assistant City Attorney

STATE OF FLORIDA:
COUNTY OF BROWARD:

July The foregoing instrument was acknowledged before me this 8th day of _____, 2019, by **DEAN J. TRANTALIS**, Mayor of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida.



Jeannette A. Johnson
Signature: Notary Public, State of Florida
Jeannette A. Johnson
Name of Notary Typed, Printed or Stamped

Personally Known

STATE OF FLORIDA:
COUNTY OF BROWARD:

July The foregoing instrument was acknowledged before me this 8 day of _____, 2019, by **CHRISTOPHER J. LAGERBLOOM**, City Manager of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida.

Gina Rizzuti-Smith
Signature: Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped

Personally Known



LICENSEE

WITNESSES:

The Harbor Shops, LLC
1845 Cordova Road
Suite 215
Fort Lauderdale, FL 33316

[Signature]
(Signature)
Printed Name: John M. Milledge

By: [Signature]
Printed Name: JOHN T. LOES
Title: MANAGER

[Signature]
(Signature)
Printed Name: DALE HOOVER

STATE OF FLORIDA)
)SS
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 1st day of July, 2019
by John T. Loes, as manager of The Harbor Shops, LLC, a
Florida LLC, who is personally known to me or produced _____ as
identification.

NOTARY PUBLIC

(Seal)

[Signature]
Printed Name: Jamie Whitehouse

My Commission expires:

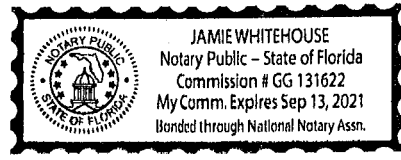


Exhibit A – Legal Description

Dolphin Plat, Plat Book 172, Page 138, parcel A, together with 1301 Plat, Plat Book 171, Page 60, Parcel A Less S 25, together with Port Business Plat, Plat Book 170, Page 42, Parcel PBC.

JM

EXHIBIT "B-1"

S.E. 17th STREET CAUSEWAY
(RIGHT OF WAY VARIES)

"BARNETT BANK OF
PORT EVERGLADES"
P.B. 86, PG. 14; B.C.R.

S.E. 10th AVENUE
(RIGHT OF WAY VARIES)

PARCEL "A"
"GAUTIER PLAT"
P.B. 116, PG. 29; B.C.R.

FND NAIL & DISC

OHW
ASSUMED 80' ROW

E. RIGHT OF WAY LINE
W. BOUNDARY PARCEL "A"

PROPOSED SIGN
LOCATION



Craven • Thompson and Associates, Inc.
ENGINEERS • PLANNERS • SURVEYORS
3663 N.W. 63RD STREET, FORT LAUDERDALE, FLORIDA 33309
FAX: (954) 738-6408 TEL: (954) 738-6400
FLORIDA LICENSED ENGINEERING SURVEYING & MAPPING BUSINESS NO. 871
FLORIDA LICENSED LANDSCAPE ARCHITECTURE BUSINESS NO. C500114

DATE:	1/17/2019
SCALE:	1"=30'
DESIGN BY:	JKW
DRAWN BY:	JKW
CHECKED BY:	PG
APPROVED BY:	PG

SIGN EXHIBIT "B"

PROJECT NO.
95-0058
EX1
SHEET 1 OF 1

EXHIBIT "B-2"



DRAWING



Craven • Thompson & Associates, Inc.
 ENGINEERS • PLANNERS • SURVEYOR'S

3583 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-8409 TEL: (954) 739-8400
 FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 271
 MATERIAL SHOWN HEREON IS THE PROPERTY OF CRAVEN-THOMPSON & ASSOCIATES, INC. AND SHALL
 NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION. COPYRIGHT (C) 2018

JOB NO.: 95-0058-005-01

SHEET 2 OF 2 SHEETS

DRAWN BY: RY

F.B. N/A PG. N/A

CHECKED BY: RCS

DATED: 12-10-18

Handwritten signature

SKETCH AND DESCRIPTION
SIGN EASEMENT
EXHIBIT "B-3"

LEGAL DESCRIPTION:

A PORTION OF PARCEL "A", "GAUTIER PLAT", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 116, PAGE 29, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, ALSO BEING A PORTION OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN THE SPECIAL WARRANTY DEED AS RECORDED IN OFFICIAL RECORDS BOOK 46112, PAGE 822 OF SAID PUBLIC RECORDS DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHERNMOST, NORTHWEST CORNER OF SAID PARCEL "A"; THENCE NORTH 87°20'16" EAST ALONG THE NORTH BOUNDARY OF SAID PARCEL "A" AND THE SOUTH RIGHT OF WAY LINE FOR S.E. 17th STREET CAUSEWAY, A DISTANCE OF 42.98 FEET; THENCE SOUTH 39°01'12" WEST, A DISTANCE OF 60.15 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT, FROM WHICH THE RADIUS POINT BEARS SOUTH 86°38'48" WEST FROM THE LAST DESCRIBED POINT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 441.97 FEET, THROUGH A CENTRAL ANGLE OF 19°13'39", FOR AN ARC DISTANCE OF 148.32 FEET, THE LAST TWO (2) DESCRIBED COURSES LYING ALONG THE EAST BOUNDARY OF SAID PARCEL OF LAND AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 46112, PAGE 822 OF SAID PUBLIC RECORDS; THENCE NORTH 01°37'28" WEST ALONG A LINE 1.0 FOOT EAST OF THE EXISTING BACK OF CURB FOR S.E. 10 AVENUE, A DISTANCE OF 174.06 FEET; THENCE NORTH 43°23'35" EAST ALONG A NORTHWEST BOUNDARY OF SAID PARCEL "A", A DISTANCE OF 23.68 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA. CONTAINING 3,741 SQUARE FEET OR 0.086 ACRES MORE OR LESS.

NOTES:

BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING AND ARE REFERENCED TO THE NORTH BOUNDARY OF PARCEL "A", "GAUTIER PLAT", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 116, PAGE 29, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, WHICH BEARS NORTH 87°20'16" EAST.

THIS SKETCH AND DESCRIPTION CONSISTS OF 2 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHER.

CERTIFICATE:

WE HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION AND OTHER PERTINENT DATA SHOWN HEREON, OF THE ABOVE DESCRIBED PROPERTY, CONFORMS TO THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN CHAPTER 5J-17, (FLORIDA ADMINISTRATIVE CODE) AS ADOPTED BY DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES AND THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

CRAVEN THOMPSON & ASSOCIATES, INC.
LICENSED BUSINESS NUMBER #271

LEGEND

- B.C.R. BROWARD COUNTY RECORDS
- L ARC LENGTH
- O.R.B. OFFICAL RECORD BOOK
- P.B. PLAT BOOK
- PG. PAGE
- R RADIUS
- Δ CENTRAL ANGLE

RAYMOND YOUNG
PROFESSIONAL SURVEYOR AND MAPPER NO 5799
STATE OF FLORIDA

THIS SKETCH AND DESCRIPTION OR COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR A UNIQUE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER UNDER CHAPTER RULES 5J-17.061 & 5J-17.062 FLORIDA ADMINISTRATIVE CODE.

R:\SURVEY\1995\95-0058_SE 10 AVENUE\DRAWINGS\950058_SD-SIGN ESMT

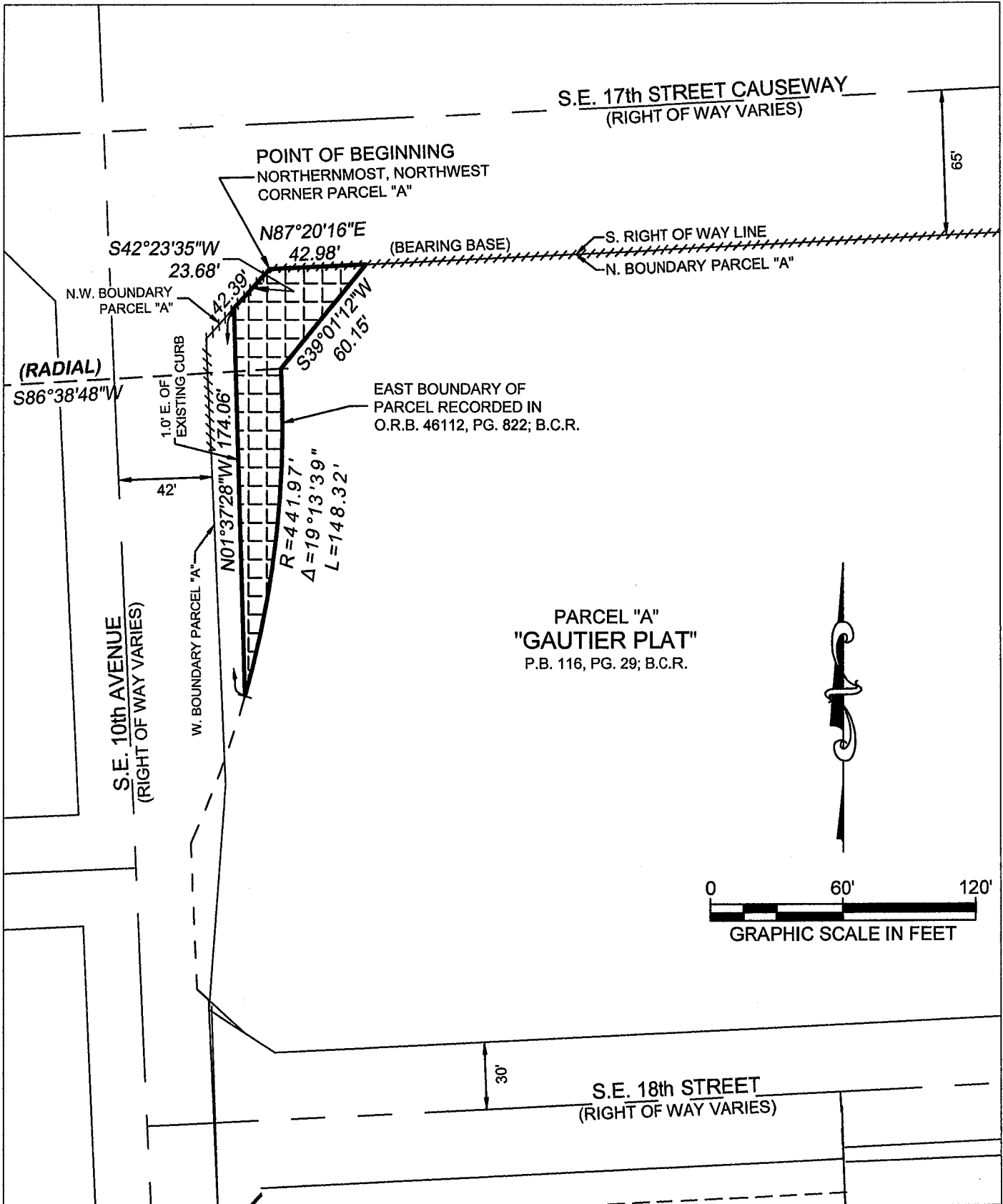
THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown hereon. The undersigned and CRAVEN-THOMPSON & ASSOCIATES, INC. make 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. Lands shown hereon were not abstracted for right-of-way and/or easements of record.	UPDATES and/or REVISIONS	DATE	BY	CK'D
	JOB NO.: 95-0058-003-04	SHEET 1 OF 2 SHEETS		
DRAWN BY: RY	F.B. N/A	PG. N/A		
CHECKED BY: TCS	DATED: 04-26-19			



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SIGN EASEMENT EXHIBIT "B-3"

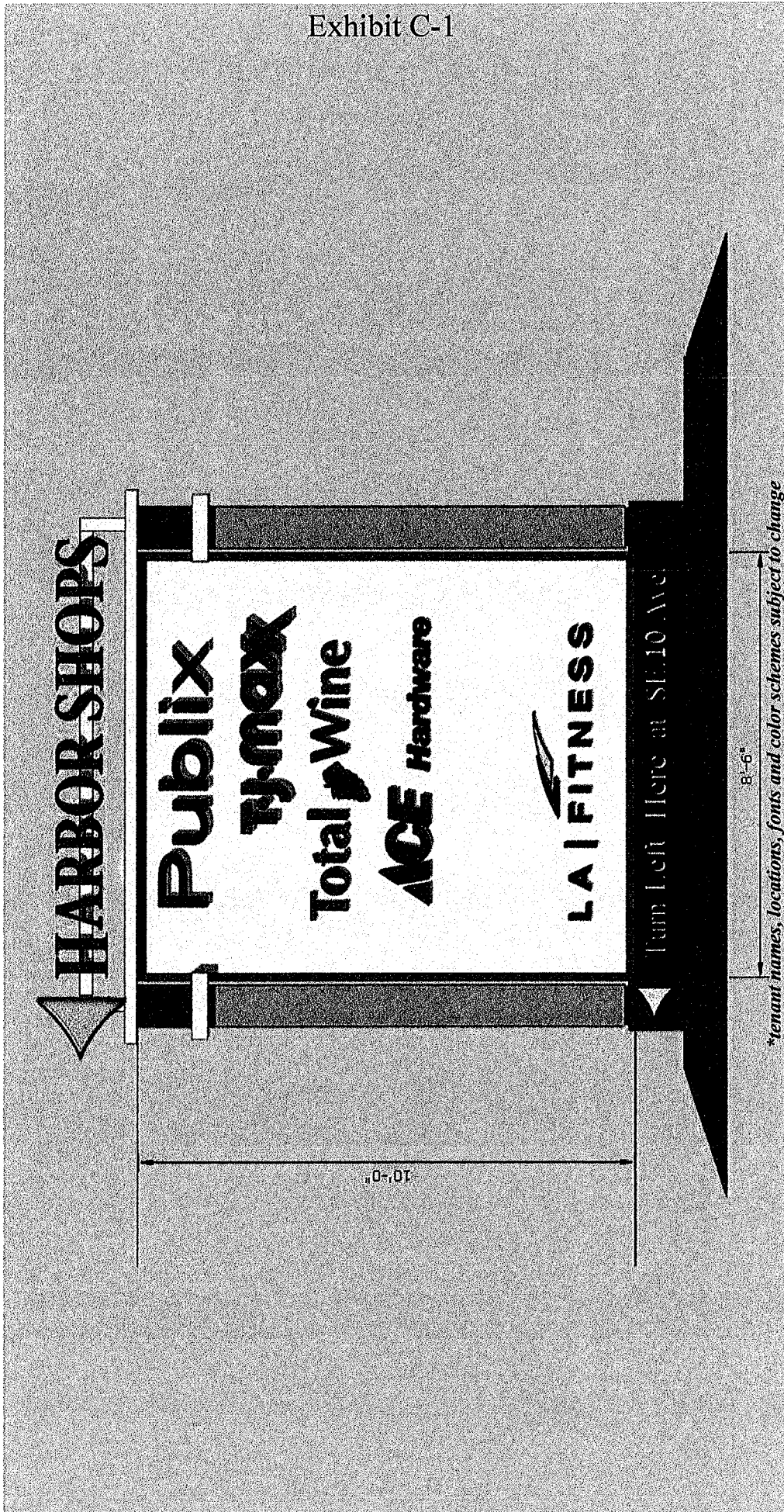


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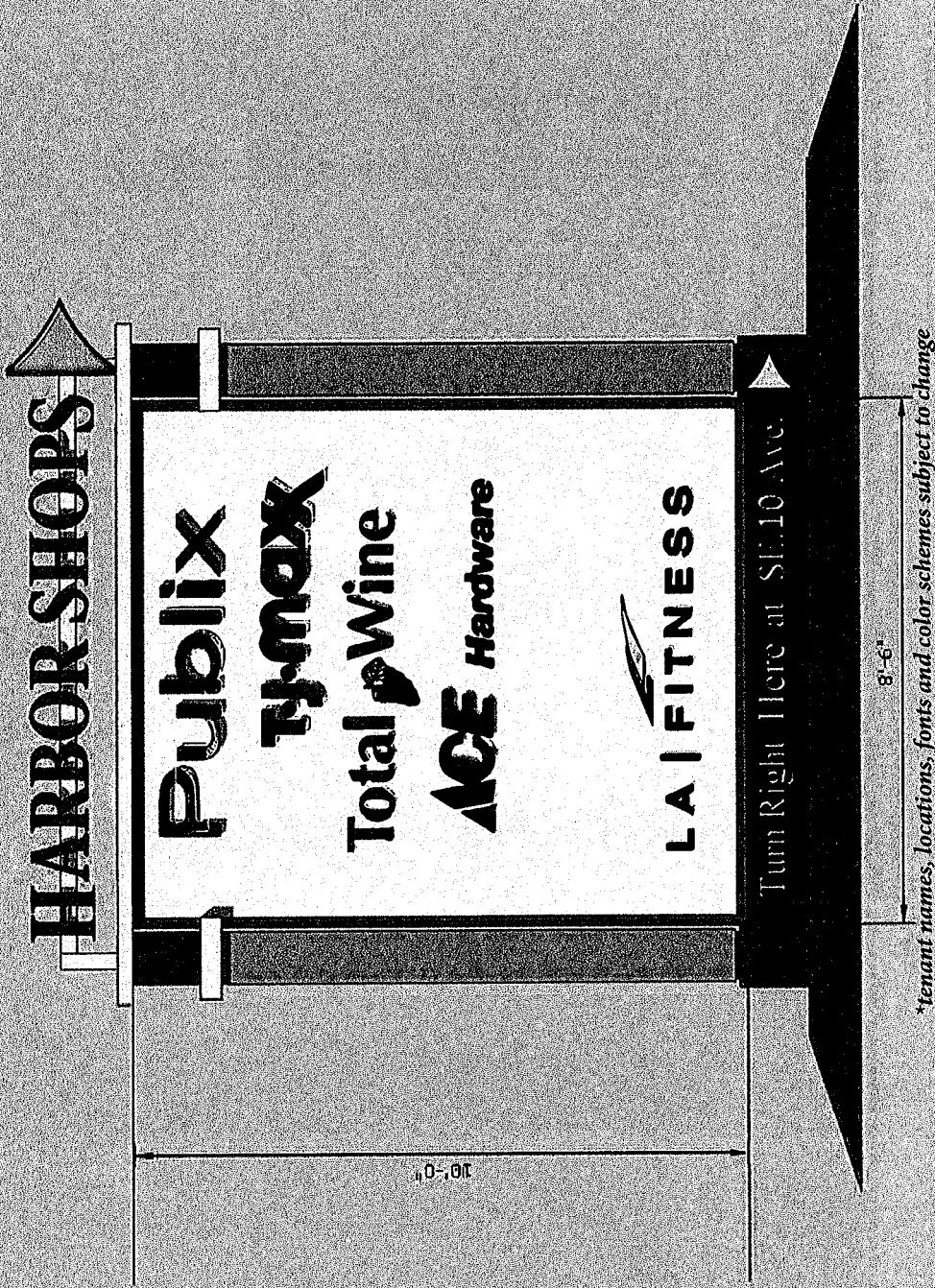
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