

Return recorded copy to:  
Broward County Highway Construction &  
Engineering Division  
1 North University Drive, Suite 300B  
Plantation, FL 33324-2038

Document reviewed by:  
Al DiCalvo  
Senior Assistant County Attorney  
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Fort Lauderdale, FL 33301

Folio: 504210013940

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**NOTICE: PURCHASERS, GRANTEES, 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 BETWEEN BROWARD COUNTY,  
REGATTA NEW RIVER PROPERTY, LLC, AND CITY OF FORT LAUDERDALE**

This Revocable License Agreement ("Agreement") between Broward County, a political subdivision of the State of Florida ("County"), Regatta New River Property, LLC, a Delaware limited liability company authorized to do business in the State of Florida ("Licensee"), and City of Fort Lauderdale, a municipal corporation organized and existing under the laws of the State of Florida ("City") (each a "Party" and collectively referred to as the "Parties"), is entered into and effective as of the date this Agreement is fully executed by the Parties (the "Effective Date").

**RECITALS**

- A. Licensee is the owner of property described in the attached Exhibit A (the "Burdened Property").
- B. The Burdened Property is adjacent to a right-of-way as set forth in Exhibit B (the "Revocable License Area") located on South Andrews Avenue.
- C. County owns and controls the Revocable License Area and South Andrews Avenue.
- D. Licensee seeks and County is amenable to Licensee's nonexclusive access and use of the Revocable License Area to make certain improvements in the Revocable License Area, as set forth in Exhibit C (the "Improvements"), and to maintain and repair the Improvements, as set forth in Exhibit D (the "Maintenance Obligations").

E. The Improvements and maintenance thereof will benefit the residents of County and City.

F. City, through formal action of its governing body taken on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, has accepted responsibility for the Maintenance Obligations and other such obligations of Licensee under the terms of this Agreement should Licensee fail to comply with such obligations.

G. City has authorized the appropriate municipal officers to execute this Agreement.

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

#### **ARTICLE 1. DEFINITIONS**

1.1. **Approved Plans** means the construction documents and specifications depicting and defining the Improvements, including all materials to be installed in the Revocable License Area as referenced in the plans submitted to and approved in writing by the Contract Administrator, and filed under Project Reference Number 170403001.

1.2. **Board** means the Board of County Commissioners of Broward County, Florida.

1.3. **Contract Administrator** means the Director of the Broward County Highway Construction and Engineering Division, or written designee.

1.4. **Division** means the Broward County Highway Construction and Engineering Division.

#### **ARTICLE 2. GRANT OF REVOCABLE LICENSE**

2.1. County hereby grants to Licensee a revocable license for nonexclusive access and use of the Revocable License Area solely for the purposes of making the Improvements, performing the Maintenance Obligations, and taking other actions as may be required by this Agreement. The Improvements must meet County's Minimum Standards Applicable to Public Right-of-Way Under Broward County Jurisdiction as described in Section 25.1, Exhibit 25.A, of the Broward County Administrative Code.

2.2. Other than for the purposes identified in this Agreement, Licensee may not use the Revocable License Area for any other purpose whatsoever without written amendment of this Agreement executed with the same formalities as this Agreement. Licensee may not use or permit the Revocable License Area to be used in any manner that will violate the terms of this Agreement or any laws, administrative rules, or regulations of any applicable governmental entity or agency.

2.3. County shall retain full and unrestricted access to the Revocable License Area at all times.

2.4. Throughout the term of this Agreement, and notwithstanding any other term or condition of this Agreement, County retains the right in its sole discretion to modify, reconfigure, improve, convey, or abandon the Revocable License Area, and to make any improvements thereon.

Specifically, Licensee acknowledges and agrees that the roadway, right-of-way area, and/or the Revocable License Area may be temporarily or permanently reconfigured, modified, or moved, without any liability to County. County will provide Licensee with thirty (30) days' written notice of any such modifications to the Revocable License Area to allow Licensee to remove or relocate the Improvements at Licensee's own expense.

2.5. This Agreement is merely a right to access and use and grants no estate in the Revocable License Area to Licensee, City, or any other party.

### **ARTICLE 3. LICENSEE'S OBLIGATIONS**

3.1. Licensee shall make application to the Division for a permit to perform the Improvements as set forth in the Approved Plans. Licensee may not proceed with the Improvements until all permits have been issued and all permit conditions for commencement of the Improvements have been satisfied.

3.2. Licensee may not make any alterations to the Improvements without first obtaining a permit from the Division and the written approval from the Contract Administrator for such alterations.

3.3. Licensee shall make the Improvements at its own expense and in full accordance with the Approved Plans and to the Contract Administrator's satisfaction. Licensee shall not be entitled to any compensation from County for making the Improvements.

3.4. Following Licensee's installation of the Improvements and County's approval of same (as set forth in Article 5), Licensee shall provide County with signed and sealed certified as-built drawings and warranties for all work performed as set forth in the Approved Plans.

3.5. Once the Improvements have been made, Licensee shall perform the Maintenance Obligations at its own expense and in accordance with the requirements set forth in Exhibit D. As part of the Maintenance Obligations, Licensee shall keep the Improvements and the Revocable License Area clean, sanitary, and in good condition consistent with industry-standard maintenance standards and techniques. The Maintenance Obligations shall include all repair and replacement of materials due to any cause, including but not limited to normal wear and tear, acts of God, vandalism, and accidents. Licensee shall promptly replace all defective or unsightly materials, as well as any materials that the Contract Administrator determines, in their reasonable discretion, should be replaced for safety reasons or because such materials would interfere with any County property or County operations. All replacements must be approved in writing by the Contract Administrator.

3.6. If Licensee takes any action or makes any omission that causes or results in alterations or damage to County property, Licensee shall, at its own expense, restore such property to its condition before the alterations or damages. If Licensee fails to make such restoration within thirty (30) days after County's request, County may make the restoration or exercise its rights as provided in Article 4 of this Agreement. If County elects to make the restoration, it will invoice the Licensee for the costs thereof. Licensee shall pay such invoice within thirty (30) days after receipt.

3.7. If Licensee takes any action or makes any omission that causes or results in alterations to the Revocable License Area (or any materials on the Revocable License Area), which alterations are not specified in the Approved Plans, Licensee shall, at its own expense, restore the Revocable License Area to its condition before the alterations were made, or to such condition as approved in writing by the Contract Administrator. If Licensee fails to make such restoration within thirty (30) days after County's request, County may make the restoration or exercise its rights as provided in Article 4 of this Agreement. If County elects to make the restoration, it will invoice Licensee for the costs thereof. Licensee shall pay such invoice within thirty (30) days after receipt.

3.8. If Licensee takes any action or makes any omission that causes or results in damage to the Revocable License Area (or any materials on the Revocable License Area), Licensee shall, at its own expense, repair such damage. If Licensee fails to make such repair within thirty (30) days after County's request, County may make the repair or exercise its rights as provided in Article 4 of this Agreement. If County elects to make the repair, it will invoice Licensee for the costs thereof. Licensee shall pay such invoice within thirty (30) days after receipt.

3.9. If any Improvements in the Revocable License Area are serviced by any utilities (including but not limited to electricity, water, sewage, or gas), Licensee shall be solely responsible for the cost of such utilities and shall establish its own billing account directly with each utility company.

3.10. If any Improvements in the Revocable License Area contain an irrigation or water pump system, Licensee shall maintain and repair same in compliance with the requirements set forth in Exhibit D and all applicable rules and regulations of the applicable South Florida Water Management District.

3.11. Licensee shall provide the Contract Administrator with immediate verbal notice, followed by prompt written notice (in the manner set forth in Article 8 of this Agreement), of any condition on the Revocable License Area that might present a risk of damage to the Revocable License Area or adjacent property, or might pose a risk of injury to any person. Licensee shall contact the appropriate emergency services (fire-rescue, police, Florida Power & Light) immediately upon identification of any potential risk of injury to any person, and shall keep a written record of all contact made including the person(s) with whom Licensee has communicated.

3.12. Licensee shall also provide the Contract Administrator with immediate verbal notice, followed by prompt written notice (in the manner set forth in Article 8 of this Agreement), of any damage to the Revocable License Area or any injury to any person on the Revocable License Area.

3.13. Licensee may retain a third party to make the Improvements and/or perform the Maintenance Obligations. If Licensee retains a third party for such purpose(s), Licensee shall enter into a written contract with the third party under which the third party must agree to make the Improvements and/or perform the Maintenance Obligations in accordance with the requirements of this Agreement. Licensee shall provide the Contract Administrator with a copy of any such contract(s) upon request by Contract Administrator. Notwithstanding Licensee's use of any third party, Licensee shall remain obligated and responsible to make the Improvements and perform the Maintenance Obligations if the third party does not. Licensee may not relieve itself of any of its obligations under this Agreement by contracting with a third party.

**ARTICLE 4. CITY'S OBLIGATIONS**

4.1. If Licensee fails to timely comply with any of the requirements set forth in Sections 3.5 and 3.10, upon written demand by Contract Administrator, City shall, at its own expense, immediately perform the Maintenance Obligations for the duration of this Agreement. In addition, if Licensee fails to timely comply with any of the requirements in Article 3, upon written demand by Contract Administrator, City shall, at its own expense, cure any and all deficiencies or failures by Licensee identified in the Contract Administrator's written notice to City. City shall cure such deficiencies and failures within thirty (30) days after such notice. If City fails to timely comply with its obligations under this section, County may fulfill such obligations or exercise its rights as provided in Article 7 of this Agreement. If County elects to fulfill such obligations, it will invoice the City for the costs thereof. City shall pay such invoice within thirty (30) days after receipt.

4.2. City may retain a third party to perform the Maintenance Obligations. If City retains a third party for such purpose(s), City shall enter into a written contract with the third party under which the third party must agree to perform the Maintenance Obligations in accordance with the requirements of this Agreement. City shall provide the Contract Administrator with a copy of any such contract(s) upon request by Contract Administrator. Notwithstanding City's use of any third party, City shall remain obligated and responsible for performing the Maintenance Obligations if the third party does not. City may not relieve itself of any of its obligations under this Agreement by contracting with a third party.

**ARTICLE 5. COUNTY'S OBLIGATIONS**

5.1. County shall review the Approved Plans to determine whether to issue a permit for the Approved Plans and shall issue a permit only if the Approved Plans comply with all applicable County permitting requirements.

5.2. County shall inspect the Improvements and may reject work that does not conform to the Approved Plans, as determined by County in its sole discretion.

5.3. After receiving signed and sealed certified as-built drawings that the Improvements are in conformance with the Approved Plans, and receiving a request for a final inspection, County shall perform a final inspection of the Improvements and notify Licensee and City of County's final approval or rejection of the Improvements.

5.4. County shall have no further obligations under this Agreement other than those stated in this article but may exercise any and all rights it has under this Agreement.

**ARTICLE 6. RISK OF LOSS**

All Improvements not permanently affixed to the Revocable License Area shall remain the property of Licensee, and all risk of loss for the Improvements (whether permanently affixed or not) shall be Licensee's risk alone. However, Licensee may not remove, replace, or alter any of the Improvements without the Contract Administrator's written consent and any required permitting.

## **ARTICLE 7. TERM AND TERMINATION**

7.1. This Agreement shall begin on the Effective Date and continue in perpetuity unless terminated as provided in this article.

7.2. This Agreement may be terminated for cause by County if Licensee, City, or both breach any obligations under this Agreement and have not corrected the breach within thirty (30) days after receipt of written notice identifying the breach. County may, at the option of the Contract Administrator, cause such breach to be corrected and invoice the breaching party or parties for the costs of the correction or may terminate this Agreement. If County opts to correct the breach and invoice the breaching party or parties for the costs of correction, the invoiced party or parties (as applicable) shall pay such invoice within thirty (30) days after receipt. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall, at County's sole election, be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

7.3. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in the written notice provided by County, which termination date shall not be less than thirty (30) days after the date of such written notice. Licensee and City acknowledge that each has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience including in the form of County's obligation to provide advance written notice to Licensee and City of such termination in accordance with this section.

7.4. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate if the County Administrator determines that termination is necessary to protect the public health or safety. Termination under this section shall be effective on the date County provides notice of such termination.

7.5. Upon termination of this Agreement, Licensee shall peaceably surrender its use of the Revocable License Area. If City has assumed the Maintenance Obligations pursuant to Article 4, City shall peaceably surrender use of the Revocable License Area.

7.6. Upon termination of this Agreement, Licensee shall remove all Improvements, materials, and equipment installed or placed in the Revocable License Area, unless the Contract Administrator, in writing, authorizes Licensee to leave any such Improvements, materials, or equipment in the Revocable License Area. In addition, Licensee shall be obligated to repair any damage to the Revocable License Area resulting from the removal of any Improvements, materials, and equipment. If Licensee fails to comply with these removal and/or repair obligations within thirty (30) days after termination, County may perform them and then invoice Licensee for the cost thereof. Licensee shall pay such invoice within thirty (30) days after receipt. Any personal property remaining on the Revocable License Area after the termination of this Agreement shall be deemed to have been abandoned by Licensee and City and shall become the property of County.

7.7. Upon termination of this Agreement, Licensee shall restore the Revocable License Area to its condition before the Improvements or to such condition as approved in writing by the

Contract Administrator. If Licensee fails to make such restorations within thirty (30) days after termination, County may make them and then invoice Licensee for the costs thereof. Licensee shall pay such invoice within thirty (30) days after receipt.

7.8. County shall have no obligation to compensate Licensee or City for any loss resulting from or arising out of this Agreement including any resulting from or arising out of the termination of this Agreement.

7.9. If tree mitigation is required as a result of termination of this Agreement, Licensee must obtain a Broward County Environmental Licensing and Building Permitting Division, Tree Preservation Program license required by Chapter 27, Article XIV, Sections 27-401 through 27-414 of the Broward County Tree Preservation and Abuse Ordinance, as may be amended from time to time, to provide for relocation, removal, and replacement per the tree removal license requirements at Licensee's sole cost and expense.

7.10. If Licensee fails to comply with the requirements of Sections 7.6, 7.7, and/or 7.9, City shall perform said requirements within thirty (30) days after written notice is sent by the Contract Administrator. If City fails to timely perform such requirements, County may perform them, and then invoice City for the cost thereof. City shall pay the invoice within thirty (30) days after receipt.

7.11. Notice of termination shall be provided in accordance with Article 8 of this Agreement, except that notice of termination by the County Administrator, pursuant to Section 7.4 of this Agreement may be verbal notice that shall be promptly confirmed in writing in accordance with Article 8 of this Agreement.

#### **ARTICLE 8. NOTICES**

Unless otherwise stated herein, for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party giving notice of such change in accordance with this article.

**FOR COUNTY:**

Broward County Highway Construction and Engineering Division  
Attn: Richard Tornese, Director  
1 N University Dr, Ste 300B, Plantation, FL 33324-2038  
Email address: rtornese@broward.org

**FOR LICENSEE:**

Regatta New River Property, LLC  
Attn: Baiyan Li  
21163 Newport Coast Drive, Suite 115, Newport Coast, CA 92657  
Email address: jhuang@jhuangcpa.com

FOR CITY:  
City of Fort Lauderdale  
Attn: Susan Grant, Acting City Manager  
401 SE 21<sup>st</sup> Street, Fort Lauderdale, FL 33316  
Email address: city.manager@fortlauderdale.gov

#### **ARTICLE 9. INDEMNIFICATION**

9.1. Licensee shall indemnify and hold harmless County and all of County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by Licensee, or any intentional, reckless, or negligent act or omission of Licensee, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Licensee shall, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party.

9.2. If Licensee or City contract with a third party to perform any of their obligations under this Agreement, the party contracting with a third party must enter into written agreements with such third parties, which contracts are required to include an indemnification provision by such third party in favor of the Indemnified Party using the language provided in Section 9.1.

9.3. County and City are entities subject to Section 768.28, Florida Statutes, as may be amended from time to time, and agree to be fully responsible for the negligent or wrongful acts and omissions of their respective agents or employees, to the extent and within the limitations specified in Section 768.28. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by any Party to which sovereign immunity may be applicable nor shall anything included herein be construed as consent by either Party to be sued by third parties in any matter arising out of this Agreement or any other contract.

9.4. The obligations of this article shall survive the expiration or earlier termination of this Agreement.

#### **ARTICLE 10. INSURANCE**

10.1. For the duration of the Agreement, Licensee shall, at its sole expense, maintain the minimum coverages stated in Exhibit E in accordance with the terms and conditions of this article. Licensee shall maintain insurance coverage against claims relating to any act or omission by Licensee, its agents, representatives, employees, or any third parties in connection with this Agreement. County reserves the right at any time to review and adjust the limits and types of coverage required under this article.



10.2. Licensee shall ensure that "Broward County, Florida" is listed and endorsed as an additional insured as stated in Exhibit E on all policies required under this article.

10.3. On or before the Effective Date or at least fifteen (15) days before the commencement of the Improvements, Licensee shall provide County and City with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required by this article. If and to the extent requested by County, Licensee shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after County's request.

10.4. Licensee shall ensure that all insurance coverages required by this article remain in full force and effect without any lapse in coverage throughout the duration of this Agreement and until all performance required of Licensee has been completed, as determined by Contract Administrator. Licensee or its insurer shall provide notice to County and City of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide County and City with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s).

10.5. Licensee shall ensure that all required insurance policies must be placed with insurers or surplus line carriers authorized to conduct business in the State of Florida with an A.M. Best rating of A- and a financial size category class VII or greater, unless otherwise acceptable to County's Risk Management Division.

10.6. If Licensee maintains broader coverage or higher limits than the insurance requirements stated in Exhibit E, County shall be entitled to any such broader coverage and higher limits. All required insurance coverages shall provide primary coverage and not require contribution from any County insurance, self-insurance, or otherwise, which shall be in excess of and shall not contribute to the required insurance provided by Licensee.

10.7. Licensee shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit E and submit to County for approval at least fifteen (15) days prior to the Effective Date or commencement of the Improvements. Licensee shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against County. County may, at any time, require Licensee to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Licensee shall obtain same in endorsements to the required policies.

10.8. Unless prohibited by the applicable policy, Licensee waives any right to subrogation that any of Licensee's insurers may acquire against County, and shall obtain same in an endorsement of Licensee's insurance policies.

10.9. If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in

Exhibit E; and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date, Licensee must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in Exhibit E.

10.10. Licensee shall require that each third party retained by Licensee for performance of any of Licensee's obligations under this Agreement maintains coverage that adequately covers the performance of the third party on substantially the same insurance terms and conditions required of Licensee under this article. Licensee shall ensure that all such third parties comply with these requirements and that "Broward County, Florida" is named as an additional insured under the third parties' applicable insurance policies.

10.11. Licensee shall not permit any third party to provide services under this Agreement unless and until the requirements of this article are satisfied. If requested by County or City, Licensee shall provide, within one (1) business day, evidence of any third party's compliance with this article.

10.12. Within five (5) days after request by County, City must provide County with written verification of liability protection that meets or exceeds any requirements of Florida law. If City holds any excess liability coverage, City must ensure that Broward County is named as an additional insured and certificate holder under such excess liability policy and provide evidence of same to County.

10.13. If City maintains broader coverage or higher limits than the minimum coverage required under Florida law, County shall be entitled to such broader coverage and higher limits on a primary and non-contributory basis.

10.14. The foregoing requirements in Sections 10.12 and 10.13 shall apply to City's self-insurance, if any.

10.15. If City contracts with one or more third parties to perform any of City's obligations set forth herein, City shall require that each third party (and any subcontractors retained by the third party) procure and maintain insurance coverages as provided in Exhibit E and Sections 10.1 through 10.11 of this Agreement. City must ensure that all such third parties name "Broward County, Florida" as an additional insured and certificate holder under the applicable insurance policies. City shall not permit any third party to provide services required by this Agreement until the insurance requirements of the third party under this section are met. If requested by County, City shall furnish evidence of all insurance required by this section.

10.16. County reserves the right, but not the obligation, to periodically review any and all insurance coverages required by this Agreement and to reasonably adjust the limits and/or types of coverage required herein, from time to time throughout the term of this Agreement.

#### **ARTICLE 11. MISCELLANEOUS**

11.1. Road Easement. Licensee has executed and conveyed the Road Easement attached hereto as Exhibit F ("Road Easement"), and County has recorded the Road Easement in the Official Records of Broward County, Florida. Licensee agrees that Licensee's conveyance of the

Road Easement to County does not in any way impose any legal responsibility or obligation upon County to perform any work or services, including any construction, repair, or maintenance work or services, upon or within the property legally described in the Road Easement ("Road Easement Area"). To the extent County, in its sole and absolute discretion, exercises its rights under the Road Easement to perform any work or services, including any construction, repair, or maintenance work or services, upon or within the Road Easement Area, County shall not be liable or responsible for any damage (or costs associated with repairing or fixing any damage) caused to the Road Easement Area as a result of such work or services. Notwithstanding the foregoing, if County exercises its rights under the Road Easement to perform any work or services within the Road Easement Area, County shall use its best efforts to restore the Road Easement Area to meet the applicable construction standards set forth in the Minimum Standards Applicable to Public Rights-of-Way Under Broward County Jurisdiction as described in Section 25.1, Exhibit 25.A, of the Broward County Administrative Code. This Section 11.1 shall survive the expiration or termination of this Agreement.

11.2. Independent Contractor. Licensee and City are each an independent contractor under this Agreement, and nothing in this Agreement shall constitute or create a partnership, joint venture, or other relationship between the Parties. In performing under this Agreement, neither Licensee, City, nor any of their respective agents shall act as officers, employees, or agents of County. Neither Licensee nor City has the power or right to bind County to any obligation not expressly undertaken by County under this Agreement.

11.3. Third-Party Beneficiaries. Licensee, City, and County do not intend to primarily or directly benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

11.4. Assignment and Performance. Neither this Agreement nor any right or interest in it may be assigned, transferred, or encumbered by Licensee or City, except to successors in interest taking title to Licensee's Burdened Property, without the prior written consent of County, which consent may be withheld in County's sole discretion. Any assignment, transfer, or encumbrance in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity.

Licensee and City each represent that each person and entity that will perform services under this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render services. Licensee and City each agree that all services under this Agreement will be performed in a skillful and respectful manner, and that the quality of all such services will equal or exceed prevailing industry standards for the provision of such services.

11.5. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. County's failure to enforce any provision

of this Agreement will not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach will not be deemed a waiver of any subsequent breach and will not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

11.6. Compliance with Laws. Licensee and City shall each comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

11.7. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter. It may not be modified or terminated except as provided in this Agreement. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

11.8. Joint Preparation. This Agreement has been jointly prepared by the Parties and will not be construed more strictly against either Party.

11.9. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and do 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. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

11.10. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

11.11. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement will be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A DEMAND FOR A JURY TRIAL AFTER WRITTEN NOTICE BY THE OTHER PARTY, THE PARTY MAKING THE DEMAND FOR JURY TRIAL SHALL BE LIABLE FOR REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY TO**

**CONTEST THE DEMAND FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

11.12. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of the Parties.

11.13. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits A, B, C, D, E, and F are incorporated into and made a part of this Agreement.

11.14. Representation of Authority. Each individual executing this Agreement on behalf of a Party represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such Party and does so with full legal authority.

11.15. Multiple Originals and Counterparts. This Agreement may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which will be deemed to be an original, and all of which, taken together, will constitute one and the same agreement.

11.16. Nondiscrimination. No Party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

11.17. Time of the Essence. Time is of the essence for Licensee's and City's performance of all obligations under this Agreement.

11.18. Binding Effect. All of the obligations, covenants, and conditions under this Agreement shall be construed as covenants running with the Burdened Property and Revocable License Area and all rights given to and obligations imposed upon the respective parties shall extend and be binding upon the successors in interest and permitted assigns of the Parties.

11.19. Recording. Licensee, at its own expense, shall record this fully executed Agreement in its entirety in the Official Records of Broward County, Florida.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_; Regatta New River Property, LLC, signing by and through its duly authorized representative; and City of Fort Lauderdale, signing by and through its duly authorized representative.

County

ATTEST:

Broward County, by and through  
its Board of County Commissioners

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

By \_\_\_\_\_  
Mayor

\_\_\_\_ day of \_\_\_\_\_, 20\_\_

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

By \_\_\_\_\_  
Al A DiCalvo (Date)  
Senior Assistant County Attorney

By \_\_\_\_\_  
Michael J. Kerr (Date)  
Chief Counsel

AAD  
RegattaNewRiver Tri-PartyRLA-2018-14-S Andrews Av\_v6Final-2024-0926  
9/26/24

**REVOCABLE LICENSE AGREEMENT BETWEEN BROWARD COUNTY,  
REGATTA NEW RIVER PROPERTY, LLC, AND CITY OF FORT LAUDERDALE**

Licensee

WITNESSES:

Regatta New River Property, LLC

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(insert address above)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(insert address above)

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

By \_\_\_\_\_  
Authorized Signer

\_\_\_\_\_  
Baiyan Li, Manager  
(Print Name and Title)

\_\_\_\_ day of \_\_\_\_\_, 20\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Baiyan Li, Manager (Name and Title) of Regatta New River Property, LLC, a limited liability company, on behalf of the limited liability company. He/she is personally known to me or who has produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Serial No., if any: \_\_\_\_\_

**REVOCABLE LICENSE AGREEMENT BETWEEN BROWARD COUNTY,  
REGATTA NEW RIVER PROPERTY, LLC, AND CITY OF FORT LAUDERDALE**

City

ATTEST:

City of Fort Lauderdale

\_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
Mayor-Commissioner

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name and Title)

(SEAL)

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
(Print Name)

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the parties:

By \_\_\_\_\_  
City Attorney



**EXHIBIT "A"**  
**Legal Description**

Lots 3, 4, 5, 6, 11, 12, 13, 14, 15, 16 and 17, Block 41, Less the East 15 feet of said Lots 11, 12, 13, 14, 15, 16 and 17 in Block 41, TOWN OF FORT LAUDERDALE, according to the Plat thereof as recorded in Plat Book "B", Page 40, of the Public records of Miami-Dade County, Florida

TOGETHER WITH: All that portion of that certain vacated 14 foot alley adjacent to Lot 3, Block 41, and lying between the North and South Lines of Lot 3, Block 41, of TOWN OF FORT LAUDERDALE, according to the Plat thereof as recorded in Plat Book "B", Page 40, of the Public Records of Miami-Dade County, Florida, extended East to a line which is the East line of the West half of the 14 foot alley vacated by Ordinance No. C-17-18 recorded October 5, 2017 in Instrument #114643838, of the Public Records of Broward County, Florida, said lands now lying, being and situate in Broward County, Florida.

ALSO

A portion of that certain 14.00 feet platted Alley in Block 41, FORT LAUDERDALE, according to the plat thereof recorded in Plat Book "B", at Page 40, of the Public Records of Miami-Dade County, Florida, bounded as follows:

On the North by the Easterly extension of the North line of Lot 3, of said Block 41; On the East by the West line of the South 50.00 feet of Lot 19, of said Block 41; On the South by the Westerly extension of the South line of said Lot 19, of Block 41; On the West by a line 7.00 feet West of and parallel with the West line of the South 50.00 feet of said Lot 19, of Block 41.

ALSO TOGETHER WITH: All of that portion of that certain vacated 14 foot alley lying between the South line of Lot 3, Block 41, extended East to the North line of Lot 17, and the South line of Lot 6, Block 41, extended East to the South line of Lot 15, Block 4, shown on the Plat of TOWN OF FORT LAUDERDALE, according to the Plat thereof as recorded in Plat Book "B", Page 40, of the Public Records of Miami-Dade County, Florida, said lands now lying, being and situate in Broward County, Florida, AND VACATED by Ordinance No. C-17-18 recorded October 5, 2017 in Instrument #114643838, of the Public Records of Broward County, Florida, said lands now lying, being and situate in Broward County, Florida.

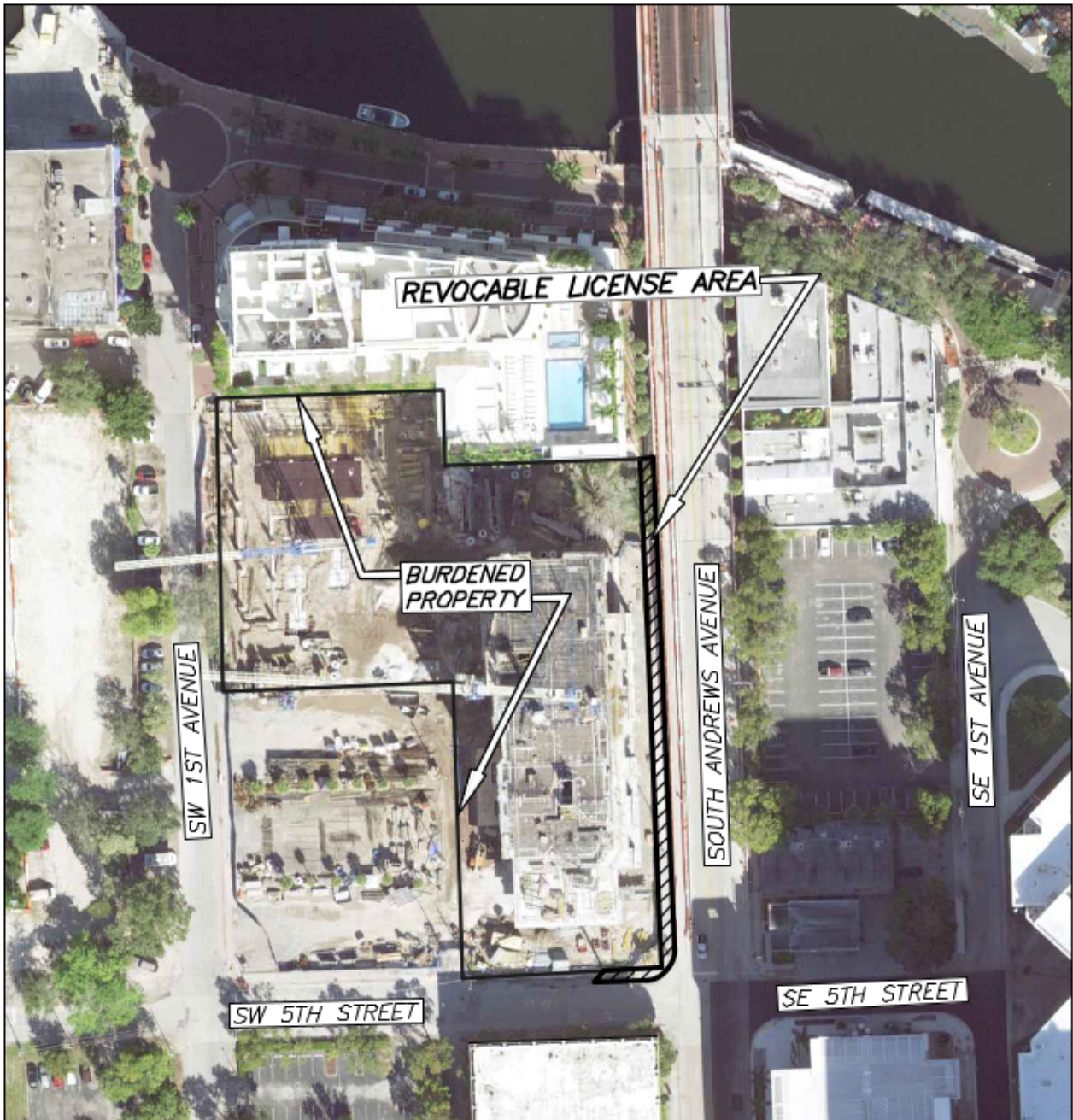
Said land situate, lying and being in the City of Fort Lauderdale, Broward County, Florida.

# LOCATION MAP

Revocable License Agreement between Broward County,  
Regatta New River Property, LLC and City of Fort Lauderdale  
Broward County Reference No. 170403001



## EXHIBIT B



### LEGEND:

 REVOCABLE LICENSE AREA

SHEET 1 OF 1

Scale: Not To Scale	Drawn by: JAT	Date: 12-03-20	Checked by: CAD	Date: 12-03-20
------------------------	------------------	-------------------	--------------------	-------------------

File Location:  
E:\RW\Location Maps\AGREEMENTS\RLA-2018-14.dwg

**BROWARD COUNTY HIGHWAY CONSTRUCTION & ENGINEERING DIVISION**

CAM # 24-1006

Exhibit 3

Page 18 of 30



**McLAUGHLIN ENGINEERING COMPANY**  
**LB#285**

ENGINEERING \* SURVEYING \* PLATTING \* LAND PLANNING  
 1700 N.W. 64th STREET, SUITE 400, FORT LAUDERDALE, FLORIDA 33309  
 PHONE: (954) 763-7611 \* EMAIL: INFO@MECO400.COM

**SKETCH AND DESCRIPTION**  
**SOUTH ANDREWS AVENUE**  
**REVOCABLE LICENSE AREA**  
**SHEET 1 OF 2 SHEETS**

**LEGAL DESCRIPTION:**

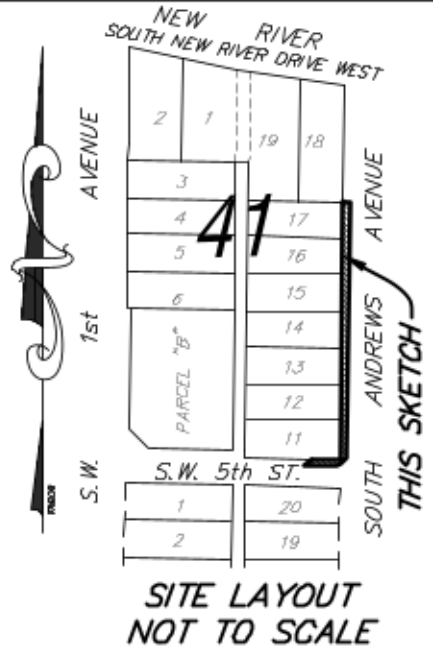
A portion of Lots 11, 12, 13, 14, 15, 16 and 17, Block 41, TOWN OF FORT LAUDERDALE, according to the plat thereof recorded in Plat Book "B", at Page 40, of the Public Records of Dade County, Florida; AND a portion of South Andrews Avenue and S.E. 5th Street right-of-way, adjacent to said Lots, more fully described as follows:

Commencing at the Northeast corner of said Lot 17; thence North 89°34'00" West, on the North line of said Lot 17, a distance of 6.00 feet to the Point of Beginning; thence continuing North 89°34'00" West, on said North line, a distance of 9.00 feet; thence South 00°00'00" East, on a line 15.00 feet West of and parallel with the East line of said Lots 17 to 11, a distance of 350.00 feet; thence North 89°34'00" West, on the South line of said Lot 11, a distance of 39.23 feet; thence South 45°13'00" West, a distance of 11.27 feet; thence South 89°34'00" East, on a line 8.00 feet South of and parallel with the South line of said Lot 11, a distance of 36.08 feet to a point of curve; thence East and North on said curve to the left, with a radius of 20.00 feet, a central angle of 90°26'00", an arc distance of 31.57 feet to a point of tangency; thence North 00°00'00" East, on a line 6.00 feet West of and parallel with the East line of said Lots 11 to 17, a distance of 337.85 feet to the Point of Beginning.

Said lands situate, lying and being in the City of Fort Lauderdale, Broward County, Florida and containing 3,480 square feet or 0.0799 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 appropriate surveyors seal.
- 4) THIS IS NOT A BOUNDARY SURVEY.
- 5) Bearings shown assume the East line of said Block 41, as North 00°00'00" East.



**SITE LAYOUT**  
**NOT TO SCALE**

**CERTIFICATION**

Certified Correct. Dated at Fort Lauderdale, Florida this 23rd day of November, 2020. Changed Title this 2nd day of February, 2023. Right-of-Way Easement recording information added this 24th day of March 2023.

McLAUGHLIN ENGINEERING COMPANY

*J. M. McLaughlin Jr.*

JAMES M. McLAUGHLIN JR.  
 Registered Land Surveyor No. 4497  
 State of Florida.

FIELD BOOK NO. \_\_\_\_\_

DRAWN BY: JMMjr

JOB ORDER NO. V-4892

CHECKED BY: \_\_\_\_\_

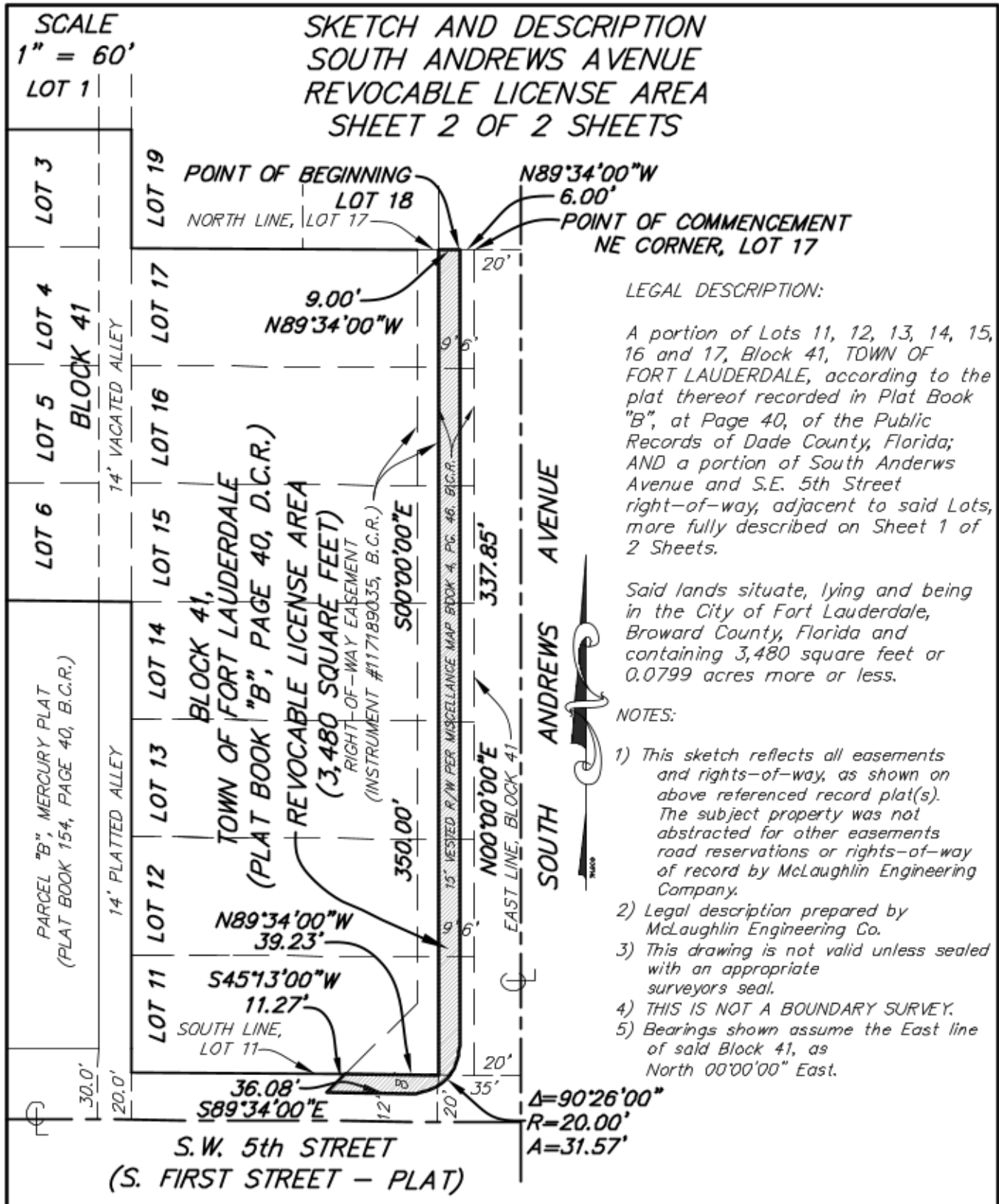
REF. DWG.: 00-3-045

C:\JMMjr\2020\4892 (PAGE)



**McLAUGHLIN ENGINEERING COMPANY**  
**LB#285**

ENGINEERING \* SURVEYING \* PLATTING \* LAND PLANNING  
 1700 N.W 64th STREET, SUITE 400, FORT LAUDERDALE, FLORIDA 33309  
 PHONE: (954) 763-7611 \* EMAIL: INFO@MECO400.COM



FIELD BOOK NO. \_\_\_\_\_

DRAWN BY: JMMjr

JOB ORDER NO. V-4892

CHECKED BY: \_\_\_\_\_

REF. DWG.: 00-3-045

C:\JMMjr\2020\4892\4892.dwg

## **EXHIBIT C**

Revocable License Agreement between Broward County, Regatta New River Property, LLC, and the City of Fort Lauderdale for the installation of Improvements within the Revocable License Area shown on Exhibit B.

### **SCOPE OF IMPROVEMENTS:**

Installation of landscaping, irrigation, pavers, and flexible tree pit zone improvements within the Revocable License Area.

All work will be according to the approved plans that are on file in Broward County Highway Construction and Engineering Division's Paving and Drainage Section. A full-sized set of plans are on file with the Broward County Highway Construction and Engineering Division under Project Reference No. 170403001.

Additionally, at least 50% of the landscaping shall be native species, and all landscaping shall comply with the Broward County NatureScape program and Florida-Friendly Landscaping principles.

## EXHIBIT D

### Broward County Highway Construction and Engineering Division Revocable License Agreement Minimum Maintenance Performance Requirements

#### General Requirements

Licensee shall provide maintenance in the Revocable License Area as described herein and in accordance with all articles of this Agreement. The specifications herein are the minimum standards and do not prevent the Licensee from performing additional measures necessary to ensure proper maintenance.

**All items checked below are applicable to this Revocable License Agreement.**

#### Landscaping

- Fertilize all vegetation on a routine timeframe to meet the requirement of each plant species.
- Maintain all vegetation free from disease. Monitor and control undesirable insects and ant mounds.
- Mulch the vegetation beds and keep them free from weeds. All mulched areas shall be replenished at a minimum of once a year. Mulch shall be maintained to a depth of three (3) inches. The preferred type of mulch is shredded melaleuca or pine bark.
- Cut the grass and trim all plant material, including ground cover, shrubs, plants, bases of palms and hedges, at an appropriate interval to maintain a neat and proper appearance.
- Prune all plants to remove all dead or diseased parts of plants and all parts of plants that block or obscure motorist line of sight to/from side street.
- Remove and replace all vegetation that is dead or diseased with new vegetation. Ensure that the new vegetation is of the same grade as specified in the original approved plans and specifications and the same size as those existing at the time of replacement.
- Remove litter and illegal dumping from the Revocable License Area.
- Maintain shrubs at a maximum height of twenty-four (24) inches to ensure sight visibility per Florida Department of Transportation/Broward County guidelines.
- At the completion of landscape trimming/mowing, all trimmed material, along with any trash/litter within the Revocable License Area shall be removed from the site.
- Licensee must address landscape deficiencies within thirty-six (36) hours following notification to the Licensee.

#### Tree and Palm

- Tree trimming and pruning will be performed in accordance with the Broward County Natural Resource Protection Code (Chapter 27), and Chapter 9, Article XI, of the Broward County Code of Ordinances. Tree trimming and pruning will be performed by a contractor that is in possession of a Broward County tree-trimming license (minimum Class "B" license).
- Maintain a clearance of 14'- 6" from grade to lowest limbs of tree over vehicular travel lanes and 7'- 0" clearance over pedestrian walkways.

- Maintain travel lanes to be clear of any palm fronds, branches or debris.
- Dead fronds from palm trees must be removed from the ground immediately. Sabal and Washington Palms must be thinned of dead or dying fronds twice annually.
- Canopy Trees must be pruned to remove sucker growth and to maintain clear visibility between grade and a height of at least 7'- 0". All damaged, dead, or diseased limbs resulting from weather or pests must be removed upon discovery.
- Ornamental Trees such as Cattley Guava, Ligustrum and Oleander Standards must be pruned on a semi-annual basis by thinning and shaping to maintain the desired shape of the trees.

**Tree Fertilization**

- Canopy Trees (up to three inches - 3") caliper must be fertilized to maintain good health and to meet the minimal requirements of each plant species.
- All palms must be fertilized at a minimum interval of three (3) times per year.

**Irrigation**

Perform routine and preventive maintenance and repair of the irrigation system, which includes but is not limited to the following:

- Maintain irrigation in working order, including the maintenance and replacement of pumps, pipes, and sprinkler heads.
- Adjust all heads for proper operation and direction to prevent spray into or across roadways, walkways, or other vehicular or pedestrian areas.
- Clear grass, debris, or vegetation that may hinder the operation of the sprinkler heads.
- Clear vegetation from valve boxes. Maintain valve box visibility and access at all times.
- Inspect irrigation system for clogged or improperly adjusted nozzles and spray heads. Adjust heads and/or replace heads as needed.
- Replace broken pipes, solenoids, electric valves, rain sensor heads, and all other related parts that may negatively impact the irrigation system.
- Inspect and refill rust inhibitor tank(s) to prevent the development of rust satins on hard surfaces.
- Repairs to the irrigation system must be completed within twenty-four (24) hours of notification to the Licensee.

**Pavers**

- Damage to pavers must be repaired within thirty (30) days of notification to the Licensee.
- Damage to pavers that may pose a safety hazard to the public must be repaired within twenty- four (24) hours of notification to the Licensee.
- Paver surfaces must be maintained to meet the Americans with Disabilities Act (ADA) compliance, including assuring that there are no tripping hazards in the pedestrian walking path.
- Paver surfaces must be cleaned as necessary to prevent slippery paver surfaces.

**Tree Grates/Tree Root Ball/Tree Pit “Surround” Zone**

- Tree grates must be maintained and adjusted in a manner appropriate to prevent interference with the growth of the tree's trunk.
- Tree grates must be maintained in a manner appropriate to maintain ADA compliance on any abutting walking surface.
- Damages to tree grates must be repaired within thirty (30) days of notification to the Licensee.
- Damages to tree grates that may pose a safety hazard to the public must be repaired within twenty-four (24) hours of notification to the Licensee.
- Tree grates must be pressure washed at a minimum of once per year and as necessary to prevent a safety hazard to the public.

**Lighting**

- Ongoing maintenance of the lighting system is required to ensure continuous functionality and the safety of the public.
- Deficiencies, including outages, excess light spillage, low lumens, fixture or pole corrosion, damage to the fixture and/or pole, exposed wiring, and any other deficiencies that affect functionality must be repaired within twenty-four (24) hours of notification to the Licensee.

**Planters**

- Ongoing maintenance of the planters is required to ensure functionality and the safety of the public.
- Damages to planters must be repaired within thirty (30) days of notification to the Licensee.
- Damages to planters that may pose a safety hazard to the public must be repaired within twenty-four (24) hours of notification to the Licensee.

**Walls**

- Damage to walls must be repaired within thirty (30) days of notification to the Licensee.
- Damage to walls that may pose a safety hazard to the public must be repaired or remediated within twenty-four (24) hours of notification to the Licensee.
- Maintain and clean the walls to guarantee an aesthetically pleasing appearance. County requests for cleaning walls must be completed within seventy-two (72) hours of notification to the Licensee.

**NOTES:**

All landscaping shall be properly installed, maintained, and fertilized in accordance with the Broward County NatureScape program and Florida-Friendly Landscaping principles.

Broward County NatureScape program information can be found at:

<http://www.broward.org/NatureScape/Pages/Default.aspx>

Florida-Friendly Landscaping principles and information can be found at:

<http://floridayards.org>



## EXHIBIT E INSURANCE REQUIREMENTS

Project: **Revocable License Agreement with Regatta New River Property LLC and City of Fort Lauderdale**  
 Agency: **Highway Construction and Engineering Division**

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
<b>GENERAL LIABILITY - Broad form</b> <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input checked="" type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury  <b>Per Occurrence or Claims-Made:</b> <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <b>Gen'l Aggregate Limit Applies per:</b> <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury		
			Property Damage		
			Combined Bodily Injury and Property Damage	<b>\$1,000,000</b>	<b>\$2,000,000</b>
			Personal Injury		
			Products & Completed Operations		
<b>AUTO LIABILITY</b> <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>			Bodily Injury (each person)		
			Bodily Injury (each accident)		
			Property Damage		
			Combined Bodily Injury and Property Damage	<b>\$1,000,000</b>	
<input type="checkbox"/> <b>EXCESS LIABILITY / UMBRELLA</b> <b>Per Occurrence or Claims-Made:</b> <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>					
<input checked="" type="checkbox"/> <b>WORKER'S COMPENSATION</b> <i>Note: U.S. Longshoremen &amp; Harbor Workers' Act &amp; Jones Act is required for any activities on or about navigable water.</i>	N/A	<input checked="" type="checkbox"/>	Each Accident	<b>STATUTORY LIMITS</b>	
<input checked="" type="checkbox"/> <b>EMPLOYER'S LIABILITY</b>			Each Accident	<b>\$500,000</b>	
<input type="checkbox"/> <b>PROFESSIONAL LIABILITY (ERRORS &amp; OMISSIONS)</b> All engineering, surveying and design professionals.			Each Claim:		
			*Maximum Deductible:		
<input type="checkbox"/> <b>POLLUTION / ENVIRONMENTAL LIABILITY</b>			Each Claim:		
			*Maximum Deductible:		
<input type="checkbox"/> Installation floater is required if Builder's Risk or Property are not carried. <i>Note: Coverage must be "All Risk", Completed Value.</i>			*Maximum Deductible (Wind and/or Flood):		<b>Completed Value</b>
			*Maximum Deductible:		

**Description of Operations:** "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Contractors insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses. Contractor is responsible for all coverage deductibles unless otherwise specified in the agreement. For Claims-Made policies insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work. \*Waiver of subrogation is required for Workers Compensation if any portion of the work/services will be performed on County Property.

**CERTIFICATE HOLDER:**

Broward County  
 115 South Andrews Avenue  
 Fort Lauderdale, Florida 33301

Digitally signed by  
  
 COLLEEN A. POUNALL  
 Date: 2023.02.09  
 09:43:54 -05'00'  
 Risk Management Division

# EXHIBIT F

Return to:  
Frank J. Guiliano, PSM  
Highway Construction and  
Engineering Division  
1 N. University Drive, Suite 300  
Plantation, FL 33324-2038

This Instrument prepared by:  
Andrew J. Schein, Esq.  
Lochrie & Chakas, P.A.  
1401 East Broward Boulevard, Suite 303  
Fort Lauderdale, FL 33301

**ROAD EASEMENT**  
(Corporate)

**THIS INDENTURE**, made this 25 day of January, A.D., 2021, by New River III, LLC, a Florida limited liability company, whose principal address is 315 S. Biscayne Blvd, 4<sup>th</sup> Floor, Miami, FL 33131, first party, to BROWARD COUNTY, a political subdivision of the State of FLORIDA, whose Post Office address is Broward County Governmental Center, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, second party:

(Wherever used herein the terms, "first party" and "second party" shall include singular and plural, heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations wherever the context so admits or requires).

**WITNESSETH**

**WHEREAS**, the first party is the owner of a property situated, lying and being in Broward County, Florida, and described as follows:

**See Exhibit "A" with accompanying sketch of description attached hereto and made a part hereof.**

and,

**WHEREAS**, the second party desires an easement for public roadway and/or other appropriate purposes incidental thereto, on, over and across said property,

and,

**WHEREAS**, the first party is willing to grant such an easement,

**NOW THEREFORE**, for and in consideration of the mutual covenants each to the other running and one dollar (\$1.00) and other good and valuable considerations, the first party does hereby grant unto the second party, its successors and assigns, full and free right and authority to construct, maintain, repair, install and rebuild facilities for the above stated purposes and does hereby grant a perpetual easement on, over and across the above-described property for said purposes.

**IN WITNESS WHEREOF**, the undersigned has signed and sealed this Instrument on the respective date under its signature and certifies that he/she has the authority to execute this Instrument.

**GRANTOR**

Witness #1:

Signature

STEVEN ARCAMONTE

Print Name of Witness

Witness #2

Signature

Marcos Miranda

Print Name of Witness

New River III, LLC, a Florida limited liability company

By:

Patrick Campbell  
Patrick Campbell  
Authorized Representative

25 day of January, 2021

**ACKNOWLEDGMENT**

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of [ ] physical presence or [ ] online notarization, this 25 day of January, 2021, by Patrick Campbell, as Authorized Representative of New River III, LLC, a Florida limited liability company, who is  personally known to me or [ ] who has produced \_\_\_\_\_ as identification.

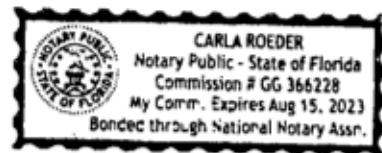
Notary Public, State of Florida:

Carla Roeder  
Signature: Carla Roeder

Print Name:

My Commission Expires: Aug 15, 2023  
Commission Number: 67366228

(Notary Seal)

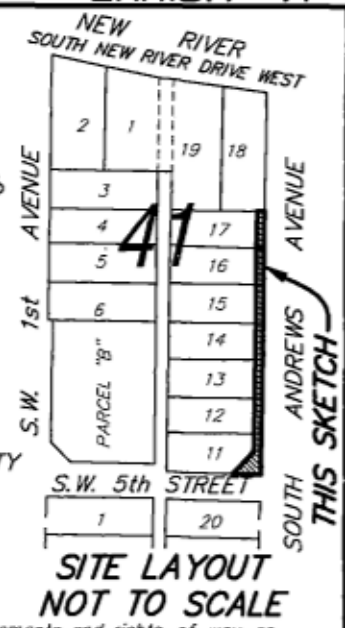
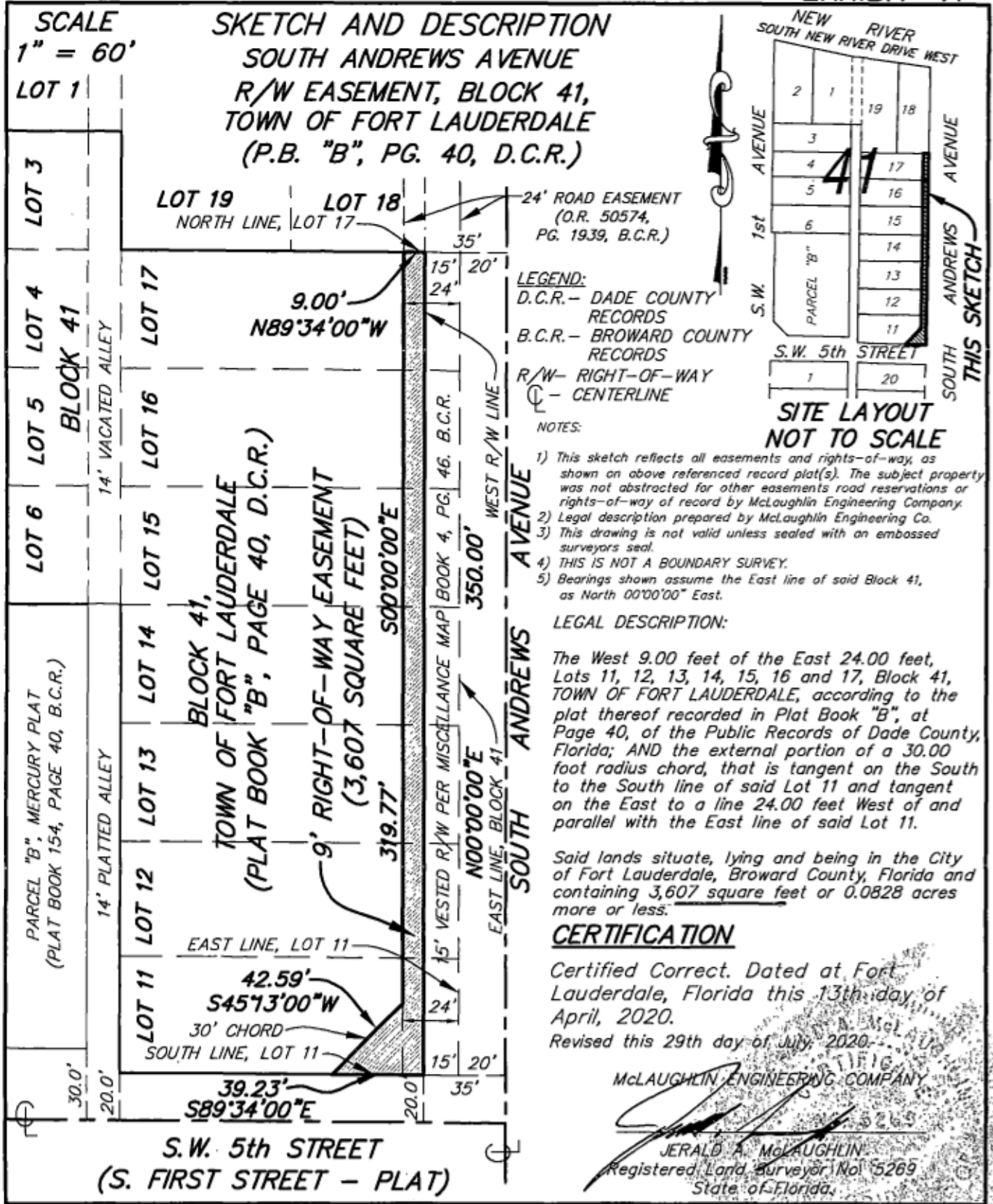




**McLAUGHLIN ENGINEERING COMPANY**  
**LB#285**

ENGINEERING \* SURVEYING \* PLATTING \* LAND PLANNING  
 1700 N.W 64th STREET, SUITE 400 TOWN OF FORT LAUDERDALE, FLORIDA 33309  
 PHONE (954) 763-7611 \* FAX (954) 763-7615

**EXHIBIT "A"**



FIELD BOOK NO. \_\_\_\_\_

DRAWN BY: JMMjr

JOB ORDER NO. V-4892

CHECKED BY: \_\_\_\_\_

REF. DWG.: 00-3-045

C: JMMjr/2020/V4892 (EASE)

Broward County Engineering Division  
Right of Way Section  
1 North University Drive, Suite 300B  
Plantation, Fl. 33324-2038

- PD-2020-04  
 Right of way approved - Public R/W  
 Right of way approved - Private Road

By: [Signature] Date: 8/19/20