

USE AGREEMENT

This USE AGREEMENT (the "Agreement") is made as of _____, 2023, by and between the City of Fort Lauderdale, a Florida municipal corporation ("LICENSOR" or "CITY"), having its principal place of business at 100 North Andrews Avenue, Fort Lauderdale, FL 33301 and Moss & Associates, LLC, a Florida limited liability company ("LICENSEE" or "CONTRACTOR"), having its principal place of business at 2101 North Andrews Avenue, Fort Lauderdale, FL 33311. Hereinafter, the Licensor and Licensee collectively shall be referred to as Parties or individually as Party.

RECITALS

WHEREAS, the City and Licensee entered into that Construction Manager-At-Risk Agreement dated March 29, 2023, to manage the construction of the Fort Lauderdale Police Headquarters in accordance with RFQ #12335-206 (the "Construction Agreement"); and

WHEREAS, Licensee has expressed a need for a staging and parking area to store equipment and to set up a trailer to house onsite personnel; and

WHEREAS, Licensee has identified property owned by Broward County, Florida, a political subdivision of the State of Florida (the "County"), located at 1000 SW 2nd Street, Fort Lauderdale, FL 33312 (the "Property") and as legally described in Exhibit "A" attached hereto, as a suitable staging and parking area; and

WHEREAS, the City is willing to enter into an Agreement (the "ILA") with Broward County, Florida to consent to the Licensee's use of the Property provided the Licensee enters into this Agreement which provides, among other things, for a full and complete indemnity in favor of the City and Broward County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals

The foregoing recitals are true and correct and incorporated herein by this reference.

2. Grant of Use

A. Grant of Use:

Subject to the limitations and conditions set forth in the ILA (attached hereto as Exhibit "B"), the Licensor hereby grants Licensee the right to use the Property only for storing and staging area and parking related to development of the Project. As set out in the ILA, such a grant of use of the Property is non-exclusive and may be used by the County and the City as well. Notwithstanding, Licensee shall not be permitted to store any hazardous waste, contamination, substances or materials on the Property. With respect to the

Property, Licensee shall assume all liability and responsibility under and shall comply with and abide by the terms and conditions of the ILA, except for the terms and conditions set forth in Sections 3 and 4 of the ILA, which is incorporated herein as if fully set forth herein. If there is a conflict between this Agreement and the ILA, the ILA shall control.

B. License Fee:

No fees shall be charged by the City for this grant of use. However, any fees, charges or expenses charged or incurred by the County and assessed to the City shall be the responsibility of and paid by the Licensee.

C. Improvements:

The Licensee agrees to restore the Property to its condition existing prior to the date Licensee entered the Property (the "Restored Condition") as determined by the County. If the Licensee fails to restore the Property to the Restored Condition, then the City may do so and bill the Licensee for the actual cost and expense incurred by the City and Licensee shall remit payment within thirty days after the City sends the invoice.

During the Term, Licensee shall be responsible for the following:

- (i) securing the Property with site fencing around the perimeter of the Property; and
- (ii) keeping the Property clear of any and all debris and trash; and
- (iii) preserving and protecting the trees surrounding the Property; and
- (iv) Taking such reasonable care of the Property as is normal and customary for a staging and parking area.

D. Insurance:

Licensee shall ensure that the Property and its obligations hereunder are covered by the insurance policies provided under the Construction Agreement and certify and confirm same unto the City. The County shall be covered as an additional insured on the applicable insurance policies and Licensee shall provide proof of same prior to occupying the Property.

E. No Possessory Rights:

Notwithstanding anything contained herein to the contrary, the parties acknowledge and agree that no provision of the Agreement shall in any way be construed as creating: (i) any property rights of any kind for Licensee in the Property; or (ii) any landlord-tenant relationship or leasehold interest of any kind or any possessory rights for Licensee with respect to the Property.

F. Condition of Premises, Alterations and Maintenance:

Licensee shall have no right whatsoever to make any permanent alterations, additions or improvements to all or any portion of the Property without the County's prior written approval, in its sole discretion. Notwithstanding, Licensee shall have the right to install temporary fencing and Project signage, store non-hazardous materials and equipment on the Property and install temporary site lighting. Licensee shall maintain the Property in good and clean condition, and Licensee shall promptly remove all waste from the Property that was placed or brought to the Property by Licensee, its employees, or business invitees (collectively, the "Licensee Parties"). Licensee specifically agrees to remove, at its sole cost and expense, any toxic, hazardous or petroleum products that may be discharged or deposited onto the Property in connection with Licensee's activities hereunder. In the event any hazardous conditions are discovered on the Property, Licensee may, at its sole option, terminate this agreement immediately upon discovery thereof without penalty whatsoever.

Licensor makes no representation or warranties that the Property is zoned for the proposed use, is fit for a particular purpose or regarding the condition of the Property. Licensee has performed the necessary inspections of the Property and has determined whether it is suitable for the purposes intended. Further, Licensee accepts the Property "as-is" "where-is" and "with all faults" unless otherwise stated herein. In addition, the City shall not be liable and is hereby released from damages, claims or losses for the actions or omissions of the County, its employees, agents or public or elected officials whether intentional, unintentional or negligent.

3. TERM

A. Term & Termination:

The initial term of this Agreement shall be coterminous with the term of the ILA. That is, the term of this Agreement shall commence and terminate according to the terms of the ILA. In the event that emergency conditions arise within the City that present an imminent threat to the health, safety or welfare of persons or property, the City Manager, in his sole discretion, may temporarily or permanent suspend this Agreement. In such a circumstance, notice shall be provided to Licensee at the addresses noted in the preamble.

B. Survivals:

Any provision of this Agreement that by its context or nature is to survive the Term or any other termination of the Agreement, such provision shall survive the Term or such other termination.

4. MISCELLANEOUS

A. No Offer:

This Agreement shall not be effective and shall not be relied upon by the Parties unless and until such time as it has been executed by Licensee, and Licensor, and a copy of the

Agreement, which has been fully executed by the Parties, has been delivered to every Party.

B. Notice:

All notices required or provided for under this Agreement shall be in writing and (i) delivered by Federal Express or other nationally recognized overnight air courier; or (ii) sent by registered or certified mail return receipt requested, to the addresses set forth above or such other persons or places as either Party may from time to time designate by written notice; or (iii) by email. Notices given in such manner shall be deemed effective upon receipt or refusal.

C. Successors and Assigns:

Licensee shall not assign this Agreement or any rights, privileges or obligations hereunder to any other party without the prior written consent of the Licensor.

D. Indemnity:

Licensee shall protect, defend, indemnify and hold harmless the Licensor, its officers, employees and agents from and against any and all lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges and other expenses including attorney's fees or liabilities of every kind, nature or degree arising out of or in connection with the rights, responsibilities and obligations of Licensee under this Agreement or the ILA, conditions contained therein, , maintenance, use or occupancy of the Property, or the breach or default by Licensee, or any of its agents, employees, subcontractors of any covenant or provision of this Agreement or the ILA, the use, storage or release of hazardous substances on the Property and any and all claims made by contractors, subcontractors, materialman or laborers related to any alterations, repairs or other improvements made to the Property. Without limiting the foregoing, any and all such claims, suits, causes of action relating to personal injury, death, damage to property, defects in construction, rehabilitation, operation, maintenance, repair or restoration of the Property, alleged infringement of any patents, trademarks, copyrights or of any other tangible or intangible personal or real property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, is included in the indemnity.

Licensee shall protect, defend, indemnify and hold harmless Broward County, Florida, its officers, employees and agents from and against any and all lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges and other expenses including attorney's fees or liabilities of every kind, nature or degree arising out of or in connection with the rights, responsibilities and obligations of Licensee, of any of its agents, employees or subcontractors under this Agreement or under the terms and conditions of the Interlocal Agreement by and between the City and Broward County, Florida, conditions contained in either agreement, the , maintenance, use or occupancy of the Property, or the breach or default by Licensee of any covenant or provision of this Agreement or the ILA, the use, storage or release of hazardous substances on the Property and any and all claims made by contractors, subcontractors, materialman or

laborers related to any alterations, repairs or other improvements made to the Property. Without limiting the foregoing, any and all such claims, suits, causes of action relating to personal injury, death, damage to property, defects in construction, rehabilitation, operation, maintenance, repair or restoration of the Property, alleged infringement of any patents, trademarks, copyrights or of any other tangible or intangible personal or real property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, is included in the indemnity. This indemnity by Licensee in favor of Broward County, Florida shall not apply to the obligations of the City as set forth in Sections 3 and 4 of the ILA.

As required by the County, Contractor shall indemnify, hold harmless, and defend County and all of County's officers, agents, servants, 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 (collectively, a "Claim"), raised or asserted by any person or entity not a party to this Agreement, which Claim is caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of contractor, its current or former officers, employees, agents, or servants, arising from, relating to, or in connection with the ILA. In the event any Claim is brought against an Indemnified Party, Contractor shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

Licensee further agree to investigate, handle, respond to, provide defense for, and defend any such claims arising out of this Agreement or the ILA at its expense and agree to bear all other costs and expenses related thereto even if the claim is groundless, false or fraudulent and if called upon by the Licenser or Broward County, Licensee shall assume and defend not only themselves but also Licenser or Broward County in connection with any claims arising out of this Agreement or the ILA and any such defense thereof shall be at no cost or expense whatsoever to Licenser, provided that the Licenser or Broward County shall retain the right to select counsel of its own choosing. The indemnification obligations set forth herein shall survive termination of this Agreement or ILA for a period coincident with the statute of limitations period applicable to the offending act, omission or default and is not limited by the limits of insurance coverage.

For avoidance of any doubt, the indemnity provided herein by Licensee in favor of the County and the City is intended to cover and protect the City for any and all indemnities and protections required under the ILA.

E. Liability Disclaimer and Waiver:

Licenser disclaims any liability for damage to any Licensee's vehicle, equipment, containers, signage, employee, agent, or property, except in the event that such damage is caused or contributed to by the gross negligence or willful misconduct of Licenser, its agents, or affiliates acting within the course and scope of their employment.

F. Force Majeure:

Except for the indemnity provided herein, no Party shall be responsible for delays or failures in performance resulting from acts beyond the reasonable control of such Party (a "Force Majeure" event), including, without limitation, acts of God, nature, strikes, lockouts, riots, acts of war, epidemics, fire, earthquakes, catastrophic equipment failures, or other disasters. The Party whose performance is impaired because of the occurrence of an event of Force Majeure must notify the other Parties of the situation in writing as soon as reasonably practical. Without penalty to any Party, the time for performance under the Agreement shall then be extended for a period equal to the delay; provided, that if the Force Majeure event lasts longer than 30 consecutive days or 60 days in total, any Party shall have the right to terminate the Agreement.

G. Waiver:

A failure of any Party to insist upon or enforce any term or provision or to exercise any right, option, or remedy of the Agreement, or to require at any time performance of any provision hereof, shall not be construed as a waiver of any such terms or provision. No waiver by any Party of any term or provision hereof shall be binding unless made in writing and signed by all Parties.

H. Severability:

If any provision of the Agreement or the application of a provision to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the Agreement and the application of the invalid or unenforceable provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected, and the remainder of the Agreement shall otherwise remain in full force and effect. Moreover, the invalid or unenforceable provision shall be reformed, if possible, so as to accomplish most closely the intent of the Parties consistent with applicable law.

I. Construction of Language:

The Agreement has been negotiated "at arm's length" by and between Parties, each having had the opportunity to be represented by legal counsel of its choice and to negotiate the form and substance of this Agreement. Therefore, the Agreement shall not be more strictly construed against any Party by reason of the fact that one Party may have drafted any or all of the provisions of the Agreement.

J. Entire Agreement and Amendments:

The Agreement contains the complete understanding of the Parties, superseding any prior agreements or writings (whether written or verbal) with respect to the subject matter hereof and may not be changed or modified other than by an agreement in writing signed by the Parties. The Agreement may be executed in counterparts, each of which shall be deemed an original; and such counterparts when together shall constitute but one agreement. The Parties agree that facsimile, email and electronic signatures shall be

deemed, and shall constitute, originals for all purposes.

K. Governing Law and Jurisdiction:

The Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to principles of conflicts of laws. If any dispute arises out of or relates to this Agreement or the breach hereof, and if any Party shall obtain legal counsel or bring an action against the other to enforce or interpret any provision of the Agreement, including the collection of past due monies owed hereunder, the non-prevailing Party(ies) shall pay to the prevailing Party all costs and expenses associated with therewith, including, without limitation, reasonable attorneys' fees and costs and those on any appeal, all of which shall be payable whether or not any action is prosecuted to judgment. Any sums owed by one Party to another, which are not paid within the period required under the Agreement, shall accrue interest at the maximum rate allowable under applicable law. The Parties agree that jurisdiction to adjudicate any case or controversy involving the Agreement shall exclusively be in the state courts located in Broward County, Florida.

L. Waiver of Jury Trial:

THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, ARISING OUT OF, UNDER OR IN CONNECTION WITH, THE AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY (INCLUDING, WITHOUT LIMITATION, ANY ACTION TO RESCIND OR CANCEL THIS AGREEMENT AND ANY CLAIMS OR DEFENSES ASSERTING THAT THIS AGREEMENT WAS FRAUDULENTLY INDUCED OR IS OTHERWISE VOID OR VOIDABLE); THIS WAIVER BEING A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THE AGREEMENT.

M. Sovereign Immunity:

Nothing herein shall be construed as a waiver of Licensor's sovereign immunity.

N. Mechanic's Liens:

Licensee shall have no power or authority to incur any indebtedness giving a right to a lien of any kind or character upon the right, title or interest of Broward County in and to the Property, and no person shall ever be entitled to any lien, directly or indirectly derived through or under the Licensee, or their agents, servants, employees, contractors or officers or on account of any act or omission of said Licensee as to Broward County's or Licensor's right, title or interest in and to the Property. All persons contracting with the Licensee, or furnishing materials, labor or services to said Licensee, or to their agents or servants, as well as all persons shall be bound by this provision of this agreement. Should any such lien be filed, Licensee shall discharge the same within thirty (30) days thereafter, by paying the same or by filing a bond, or otherwise, as permitted by law. Licensee shall not be deemed to be the agent of Licensor or Broward County, so as to confer upon a

laborer bestowing labor upon or within the Property or upon materialmen who furnish material incorporated in the construction and improvements upon the foregoing, a construction lien pursuant to Chapter 713, Florida Statutes or an equitable lien upon Broward County's or Licensor's right, title or interest in and to the Property. These provisions shall be deemed a notice under Section 713.10(1), Florida Statutes of the "non-liability" of the Licensor or Broward County.

[SIGNATURE PAGE TO FOLLOW]

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

WITNESSES:

MOSS & ASSOCIATES, LLC, a Florida limited liability company

Type or print name

By: _____

Print Name: _____

Title: _____

Type or print name

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2021, by (Signor) _____ as (Title) _____ of MOSS & ASSOCIATES, LLC, a Florida limited liability company.

Notary Public signature

Name Typed, Printed or Stamped

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

**CITY OF FORT LAUDERDALE, A
MUNICIPAL CORPORATION OF THE STATE
OF FLORIDA**

WITNESSES:

[Witness type or print name]

[Witness type or print name]

By: _____
Dean J. Trantalis, Mayor

By: _____
Greg Chavarria,
City Manager

ATTEST:

David R. Soloman
City Clerk

Approved as to form:
D'Wayne M. Spence, Interim City Attorney

By: _____
Lynn Solomon, Esq.
Assistant City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online, this ____ day of _____, 2023, by DEAN J. TRANTALIS, Mayor of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale.

Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this by means of ☐ physical presence or ☐ online, this ____ day of _____, 2023, by Greg Chavarria, City Manager of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale.

Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

EXHIBIT "A"

WAVERLY PLACE REPLAT POR OF BLK 115 66-8 B PARCEL 1 & W1/2 OF
VAC'D SW 10 AVE LYING E OF & ADJ TO PARCEL 1, TOGETHER WITH
PARCEL 2

EXHIBIT "B"

AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF FORT
LAUDERDALE

**AGREEMENT BETWEEN
BROWARD COUNTY AND CITY OF FORT LAUDERDALE**

This Agreement ("Agreement") is made and entered into by and between Broward County, Florida, a political subdivision of the State of Florida ("County"), and the City of Fort Lauderdale, Florida, a municipal corporation of the State of Florida ("City") (each, a "Party" and collectively referred to as the "Parties").

RECITALS

A. City is currently in the process of improving the Fort Lauderdale Police Department Headquarters and Parking Garage, located at 1300 West Broward Boulevard, Fort Lauderdale, Florida 33312 ("Fort Lauderdale Police Headquarters"), and has requested County grant City the right to use the County-owned Staging Area, described below in Section 2 of this Agreement, for use as a temporary construction staging and parking area.

B. County is the owner of the County Properties (defined below) all located in City, which properties the County has identified as locations for future improvements to serve the public health, safety, and welfare of County residents and has requested the support and reasonable cooperation of City in connection with improvements to the County Properties.

C. City, pursuant to Section 95.361, Florida Statutes, is presumed to be the owner of certain real property adjacent to the Broward County Main Library, located at Southeast 1st Street, Fort Lauderdale, Florida 33301 ("Library Property"). City has not been able to verify whether it meets the standards and requirements of Section 95.361, Florida Statutes.

D. County has requested the transfer of ownership of the Library Property to County for purposes of use by County as an outdoor meeting, socialization, event space for library patrons and the community at large, and other public purposes.

E. County has agreed to allow City to use the Staging Area and City has agreed to (1) provide County with support and reasonable cooperation in connection with County's improvements of the County Properties and (2) transfer the Library Property to County, all pursuant to the terms and conditions of this Agreement.

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

AGREEMENT

1. **Recitals.** The above recitals are true and correct and by this reference are incorporated as if fully set forth herein.

2. **Temporary Construction Staging Area.**

2.1. **Staging Area.** County is the owner of certain real property measuring approximately 66,637 sq. ft., located at 1000 Southwest 2nd Street, Fort Lauderdale, Florida 33312 (Folio No. 5042-09-35-0010), commonly known as the former site of the Broward Addiction Recovery Center ("BARC") ("Staging Area"), as further described in Exhibit A, attached hereto and made a part hereof.

2.2. **Grant of Use.** County hereby grants to City temporary and non-exclusive use of the Staging Area, for the purpose of a construction staging area for the construction taking place at the Fort Lauderdale Police Headquarters ("Permitted Use"). The rights of City under this Agreement shall include a non-exclusive right of City over and across the Staging Area for storage and operation of construction equipment and supplies, trailer, parking, and for ingress and egress. City or other parties (acting pursuant to City's express authorization) shall also have the right to install temporary fencing and signage, store non-hazardous materials and equipment, and install temporary site lighting on the Staging Area. City shall not construct any improvements in or on the Staging Area nor use the Staging Area for any different purpose than the Permitted Use, without the prior written consent of County, which consent may be withheld in County's sole and absolute discretion.

2.3. City's right to utilize the Staging Area for the Permitted Use: (i) shall not attach to the Staging Area; (ii) shall not be construed as a license, easement, lease, or any other encumbrance against the Staging Area; (iii) does not confer upon City any interest in the Staging Area or real property rights whatsoever; and (iv) is non-exclusive, and City reserves the right to simultaneously utilize and allow other parties or entities to utilize the Staging Area for the Permitted Use. Upon the expiration or earlier termination of this Agreement, City shall restore the Staging Area to its status at the Commencement Date (as defined herein).

2.4. City accepts the Staging Area on an "as-is, where-is" basis (with all faults and in its existing condition) in the broadest sense of the term. City agrees to maintain the Staging Area in good, clean condition and to not commit or permit to be committed any waste of the Staging Area. County does not warrant or represent that the Staging Area is safe or suitable for the Permitted Use and City expressly assumes all such risks. City also assumes all risk of loss to any property stored on the Staging Area. County shall not be responsible for any loss or damage to any property stored on the Staging Area whether caused by the negligence of County, its agents, employees, contractors, licensees, mortgagees or by fire, hurricane, flood, or other cause whatsoever.

2.5. **Hazardous Materials.** City shall not use, generate, manufacture, store or transport or dispose of, on or over the Staging Area, any flammable liquids, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or any other "hazardous materials" as that term may be defined under

federal or state laws, except for the hazardous materials which may be in the vehicles that City or other entities or parties will park or store on the Staging Area. Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Staging Area as a result of City's use and occupancy thereof, City shall provide notice to County, and City, at its sole cost and expense, shall undertake all appropriate remediation on all the property affected, whether owned by County or any third party, to the satisfaction of County. City must also notify County of any release of hazardous materials that have come or will come to be located on or beneath the Staging Area.

3. **County Properties.**

- 3.1. County has identified the following properties and uses, which properties are all located in City, as locations for improvement and redevelopment opportunities (hereinafter collectively referred to as the "County Properties"):

County Property:	Proposed Use:	Zoning/Permitting Change Required:
1000 Southwest 2nd Street, Fort Lauderdale, Florida 33312	New affordable housing development	Proposed redevelopment must be approved by City's Historic Preservation Board
325 Southwest 28th Street, Fort Lauderdale, Florida 33315	Accommodate an additional 25 beds in the annex area for BARC	City currently limits the number of beds allowed, and County will need a site plan modification
2000 West Commercial Boulevard, Fort Lauderdale, Florida 33309	County governmental facilities	Change zoning designation to support governmental uses

- 3.2. City agrees to support County and cooperate to the greatest extent permissible with County obtaining all required licenses, permits, rezoning approval, authorizations, and the like for improvement of the County Properties, as detailed above in Section 3.1.
- 3.3. The Parties agree that in the event City violates any term or condition of this Agreement and County elects to terminate same, City's pledge of support and cooperation as described in this Section 3, shall survive such termination and continue until County has obtained all required licenses, permits, rezoning approvals, authorizations, and the like for all County Properties.
- 3.4. Nothing herein shall be deemed a waiver of County's obligations to comply with City's Unified Land Development Regulations nor shall City be required to violate any federal, state or local rules, laws, regulations or ordinances or to violate the United States or State of

Florida constitution. The requirement to cooperate is not a guarantee of a particular outcome.

4. **Transfer of Library Property.** On or before thirty (30) days after the Commencement Date (as defined below), City agrees to transfer, assign, and convey to County and County agrees to assume from City a Quit Claim Deed ("Quitclaim Deed") in the form of Exhibit B, conveying: All of City's rights, title, and interest, if any, in and to that certain parcel of land located in the County of Broward, and State of Florida, subject to a reservation unto City for a public and franchise infrastructure and utility easement ("Utility Easement"), as provided in the Quitclaim Deed.

4.1. County acknowledges and agrees to accept the Library Property "as is, where is, with all faults." County acknowledges that City makes no warranties or guarantees of title.

5. **Term.** This Agreement begins on the date it is fully executed by the Parties ("Commencement Date") and continues for one (1) year ("Initial Term"), unless otherwise terminated or extended as provided in this Agreement. County may renew this Agreement for one (1) additional six (6) month term upon the same terms and conditions as set forth in this Agreement (an "Extension Term") by giving notice to City at least thirty (30) days prior to the end of the Initial Term. The Broward County Administrator ("County Administrator") is authorized to exercise this renewal option. The Initial Term and the Extension Term, are collectively referred to as the "Term."

6. **Termination.** This Agreement may be terminated by:

- 6.1. either Party with at least thirty (30) days advance written notice to the other Party;
- 6.2. County in the event City is in breach of this Agreement and has not corrected said breach within five (5) days after receipt of written notice from County identifying the breach;
- 6.3. the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator ("County Administrator") determines that termination is necessary to protect the public health, safety, or welfare. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement, except that notice of termination by the County Administrator to protect the public, health, safety, or welfare may be oral notice that shall be promptly confirmed in writing; and

7. **Remedies.** In addition to any termination rights stated in this Agreement, the Parties shall be entitled to seek any and all available contractual or other remedies available at law or in equity.

8. **Liability.**

8.1. The Parties are state agencies or political subdivisions under Section 768.28, Florida Statutes, and shall be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Notwithstanding, City shall at all times hereafter indemnify, hold harmless, and defend County and all of County's officers, agents, servants, 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 (collectively, a "Claim"), raised or asserted by any person or entity not a party to this Agreement, which Claim is caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of City, its current or former officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement. In the event any Claim is brought against an Indemnified Party, City shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

8.2. If City contracts with a third party to perform any activities related to City's rights pursuant to this Agreement or City's obligations under this Agreement, City shall enter into a contract with such third party, which contract shall include the following provision:

Indemnification: Contractor shall indemnify, hold harmless, and defend County and all of County's officers, agents, servants, 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 (collectively, a "Claim"), raised or asserted by any person or entity not a party to this Agreement, which Claim is caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of contractor, its current or former officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement. In the event any Claim is brought against an Indemnified Party, contractor shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

8.3. 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. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.

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

9. **Insurance.** The Parties are state agencies or political subdivisions under Section 768.28, Florida Statutes. Upon request by County, City must provide County with written verification of liability protecting that meets or exceeds any requirements of Florida.

10. **Notices.** In order for notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change.

Notice to County:

County Administrator
Government Center, Room 409
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Email: mcepero@broward.org

With a copy to:

Director of Real Estate Development
Governmental Center, Room 501
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Email: lmahoney@broward.org

Notice to City:

City Manager
City of Fort Lauderdale
101 NE Third Avenue, 14th Floor
Fort Lauderdale, FL 33301
Email: gchavarria@fortlauderdale.gov

With a copy to:

City Attorney
City of Fort Lauderdale
101 NE Third Avenue, 14th Floor
Fort Lauderdale, FL 33301
Email: dspence@fortlauderdale.gov

11. **Public Records.** The Parties shall comply with all applicable requirements of Chapter 119, Florida Statutes, including the requirements of Section 119.0701.

12. **Binding Effect:** Each person executing this Agreement represents that he or she has been empowered by his or her respective Party to enter into this Agreement and to bind such Party to the commitments and undertakings contained herein. The provisions, conditions, terms, and covenants contained herein shall be of a binding effect. The benefits and advantages hereof shall inure to the respective Parties and the respective successors and assigns.

13. **Prior Agreements:** This Agreement represents the final and complete understanding of the Parties and incorporates, includes, and supersedes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein. There are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

14. **Joint Preparation:** This Agreement has been jointly prepared by the Parties hereto and shall not be construed more strictly against either party.

15. **Counterparts:** This Agreement may be executed in any number of counterparts, whether signed physically or electronically, each of which, when executed and delivered, shall constitute an original, but such counterparts shall together constitute one and the same instrument.

16. **Further Assurances:** The Parties shall execute all such instruments, and agree to take all such further actions, that may be reasonably required by any Party to fully effectuate the terms and provisions of this Agreement.

17. **Modification**: No change or modification of this Agreement shall be valid unless in writing and signed by all Parties hereto. No purported waiver of any of the provisions of the Agreement shall be valid unless in writing and signed by the Party allegedly waiving the applicable provision.

18. **Survival**. Either party's right to monitor, evaluate, enforce, audit, and review, any obligations to indemnify and insure, any assurances and certifications, and items of financial responsibility shall survive the expiration or earlier termination of this Agreement but shall expire upon expiration of the statute of limitation as to that particular matter. Any provision of this Agreement which contains a restriction or requirement which extends beyond the date of termination or expiration set forth herein shall survive expiration or earlier termination of this Agreement and be enforceable, but shall expire upon expiration of the statute of limitation as to that particular matter.

19. **Independent Contractor**. The Parties are independent contractors under this Agreement and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing any work, services, or activities under this Agreement, neither party nor its agents shall act as officers, employees, or agents of the other party. Neither party shall have the right to bind the other party to any obligation not expressly undertaken by that party under this Agreement.

20. **Third Party Beneficiaries**. Neither party intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and no third party shall be entitled to assert a claim against either of them based upon this Agreement.

21. **Assignment**. Neither this Agreement nor any right or interest herein may be assigned by either Party without the prior written consent of the other Party. This provision shall not be construed to prohibit City from allowing others performing services for City to use the Property; such use, however, shall not confer any right of the other Party to claim any rights under this Agreement. If a Party violates this provision, the other Party shall have the right to immediately terminate this Agreement.

22. **Materiality and Waiver of Breach**. Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof. Either party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the waiving party.

23. **Compliance with Laws**. Compliance with Laws. Each party shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations.

24. **Severability.** In the event 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.

25. **Interpretation.** The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect 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 of such section, 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.

26. **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 of Sections 1 through 30 of this Agreement, the provisions contained in Sections 1 through 30, shall prevail and be given effect.

27. **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. 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. **BY ENTERING INTO THIS AGREEMENT, CITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

28. **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 are incorporated into and made a part of this Agreement.

29. **Force Majeure.** If the performance of this Agreement, or any obligation hereunder is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and

remove such cause, and shall promptly notify the other party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such non- performance exceeds sixty (60) days, the party that is not prevented from performance by the force majeure event shall have the right to terminate this Agreement upon written notice to the party so affected. This section shall not supersede or prevent the exercise of any right the Parties may otherwise have to terminate this Agreement.

30. **Representation of Authority.** Each individual executing this Agreement on behalf of a party hereto hereby 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.

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

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 2023, (Agenda Item No. ____), and CITY OF FORT LAUDERDALE, signing by and through its Mayor, duly authorized to execute same.

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 Commissioners

By _____
Mayor

_____ day of _____, 2023

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

By _____
Claudia Capdesuner (Date)
Assistant County Attorney

By _____
Annika E. Ashton (Date)
Deputy County Attorney

CC/sr
05/15/2023
Agreement and Deed City of Fort Lauderdale and Broward County
#1032908v6

AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF FORT LAUDERDALE

CITY OF FORT LAUDERDALE

ATTEST:

CITY OF FORT LAUDERDALE, a Florida
municipal corporation

By: _____
David N. Soloman, City Clerk

(SEAL)

By: _____
Dean J. Trantalis, Mayor-Commissioner

_____ day of _____, 2023

By: _____
Greg Chavarria, City Manager

_____ day of _____, 2023

APPROVED AS TO FORM:
D'Wayne M. Spence, Interim City Attorney

By: _____
Lynn Solomon, Esq.
Assistant City Attorney

_____ day of _____, 2023

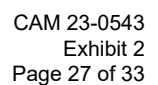
EXHIBIT A – STAGING PROPERTY

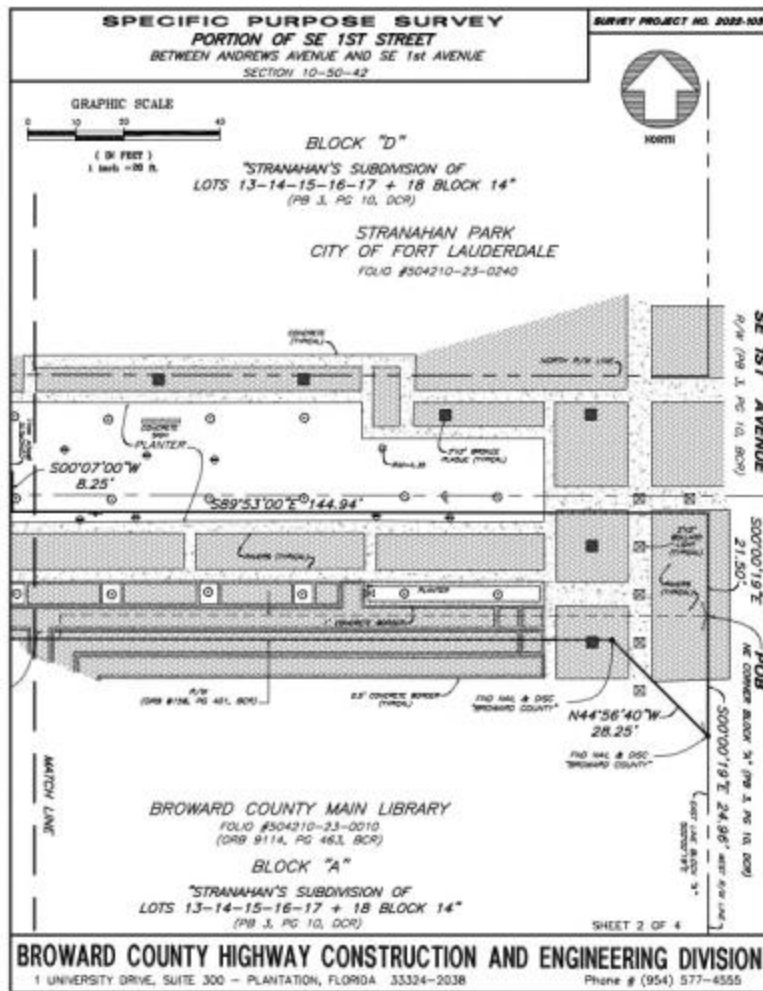
Folio No.: 5042-09-35-0010

Legal Description:

WAVERLY PLACE REPLAT POR OF BLK 115 66-8 B PARCEL 1 & W1/2 OF VAC'DSW
10 AVE LYING E OF & ADJ TO PARCEL 1, TOGETHER WITH PARCEL 2

14





SPECIFIC PURPOSE SURVEY PORTION OF SE 1ST STREET BETWEEN ANDREWS AVENUE AND SE 1st AVENUE SECTION 10-50-42		SURVEY PROJECT NO. 2022-103																																																		
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>SYMBOL LEGEND</p> <table border="0"> <tr><td></td><td>BLACK OLIVE TREE</td></tr> <tr><td></td><td>BACKFLOW PREVENTOR</td></tr> <tr><td></td><td>BENCHMARK</td></tr> <tr><td></td><td>WATER VALVE</td></tr> <tr><td></td><td>SPRINKLER</td></tr> <tr><td></td><td>SIGN</td></tr> <tr><td></td><td>CONCRETE LIGHT POLE</td></tr> <tr><td></td><td>FIRE HYDRANT</td></tr> <tr><td></td><td>WATER METER</td></tr> <tr><td></td><td>SPRINKLER VALVE</td></tr> <tr><td></td><td>MANHOLE-UNKNOWN TYPE</td></tr> </table> </div> <div style="width: 45%;"> <p>LEGEND</p> <table border="0"> <tr><td></td><td>= CENTERLINE</td></tr> <tr><td>CONC</td><td>= CONCRETE</td></tr> <tr><td>PB</td><td>= PLAT BOOK</td></tr> <tr><td>OHY</td><td>= OFFICIAL RECORDS BOOK</td></tr> <tr><td>PG</td><td>= PAGE</td></tr> <tr><td>BCR</td><td>= BROWARD COUNTY RECORDS</td></tr> <tr><td>DCR</td><td>= DADE COUNTY RECORDS</td></tr> <tr><td>POB</td><td>= POINT OF BEGINNING</td></tr> </table> </div> <div style="width: 45%;"> <table border="0"> <tr><td>TYP</td><td>= TYPICAL</td></tr> <tr><td>R/W</td><td>= RIGHT-OF-WAY</td></tr> <tr><td>ELEV</td><td>= ELEVATION</td></tr> <tr><td>BM</td><td>= BENCHMARK</td></tr> <tr><td>PSM</td><td>= PROFESSIONAL SURVEYOR AND MAPPER</td></tr> <tr><td>NAL & DSC</td><td>= "BROWARD COUNTY" DSC</td></tr> </table> </div> </div> <p style="text-align: center; margin-top: 10px;">* SOME OR ALL OF THE ABOVE MAY APPEAR ON THIS DRAWING</p>				BLACK OLIVE TREE		BACKFLOW PREVENTOR		BENCHMARK		WATER VALVE		SPRINKLER		SIGN		CONCRETE LIGHT POLE		FIRE HYDRANT		WATER METER		SPRINKLER VALVE		MANHOLE-UNKNOWN TYPE		= CENTERLINE	CONC	= CONCRETE	PB	= PLAT BOOK	OHY	= OFFICIAL RECORDS BOOK	PG	= PAGE	BCR	= BROWARD COUNTY RECORDS	DCR	= DADE COUNTY RECORDS	POB	= POINT OF BEGINNING	TYP	= TYPICAL	R/W	= RIGHT-OF-WAY	ELEV	= ELEVATION	BM	= BENCHMARK	PSM	= PROFESSIONAL SURVEYOR AND MAPPER	NAL & DSC	= "BROWARD COUNTY" DSC
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<p>SURVEY NOTES</p> <ol style="list-style-type: none"> 1) SOURCES OF INFORMATION USED IN THE PREPARATION OF THIS SURVEY ARE AS FOLLOWS: A) THE PLAT OF "STRANAHAN'S SUBDIVISION LOTS 13, 14, 15, 16, 17" AS RECORDED IN PLAT BOOK 3, PAGE 10 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. B) OFFICIAL RECORDS BOOK 8156, PAGE 401, BROWARD COUNTY RECORDS. C) OFFICIAL RECORDS BOOK 8304, PAGE 556, BROWARD COUNTY RECORDS. D) MISCELLANEOUS MAP BOOK 3, PAGE 45 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. 2) NO SUBSURFACE FEATURES WERE LOCATED FOR THE PURPOSES OF THIS SURVEY. 3) THE MEASUREMENTS SHOWN HEREON ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF. 4) HORIZONTAL FEATURES SHOWN HEREON ARE PLOTTED TO WITHIN 1/20th OF THE MAP SCALE. 5) HORIZONTAL LOCATION OF FEATURES DEPICTED HEREON IS TO THE CENTER OF THE SYMBOL. SYMBOLS MAY BE AT AN ENLARGED SCALE FOR CLARITY. 6) HORIZONTAL AND VERTICAL DATA SHOWN HEREON WAS OBTAINED UTILIZING A "LEICA 702R 2" TOTAL STATION AND "TDS RANGER" DATA COLLECTION SYSTEM. 7) THERE MAY BE ADDITIONAL EASEMENTS, RIGHTS-OF-WAY, OR OTHER RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF BROWARD COUNTY. 8) BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED MERIDIAN. THE EAST LINE OF BLOCK "A", "STRANAHAN'S SUBDIVISION OF LOTS 13-14-15-16-17-18, BLOCK 14", PLAT BOOK 3, PAGE 10, DADE COUNTY PUBLIC RECORDS, IS ASSUMED TO BEAR S 00°00'19" E. 9) NOT VALID WITHOUT THE SEAL AND THE SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER. 																																																				
SHEET 3 OF 4																																																				
BROWARD COUNTY HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION 1 UNIVERSITY DRIVE, SUITE 300 - PLANTATION, FLORIDA 33324-2038 Phone # (954) 577-4555																																																				


SPECIFIC PURPOSE SURVEY PORTION OF SE 1ST STREET BETWEEN ANDREWS AVENUE AND SE 1st AVENUE SECTION 10-50-42	SURVEY PROJECT NO. 2022-103
<p><u>LEGAL DESCRIPTION</u></p> <p>A PORTION OF BLOCK "A" AND THE ADJACENT RIGHT-OF-WAY, "STRANAHAN'S SUBDIVISION OF LOTS 13-14-15-16-17 + 18, BLOCK 14", PLAT BOOK 3, PAGE 10, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, LYING IN SECTION 10, TOWNSHIP 50 SOUTH, RANGE 42 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:</p> <p>BEGINNING AT THE NORTHEAST CORNER OF SAID BLOCK "A"; THENCE SOUTH 00°00'19" EAST, ALONG THE EAST LINE OF SAID BLOCK "A", A DISTANCE OF 24.96 FEET; THENCE NORTH 44°56'40" WEST, A DISTANCE OF 28.25 FEET; THENCE NORTH 89°53'00" WEST, ALONG A LINE 5 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID BLOCK "A", A DISTANCE OF 215.94 FEET; THENCE SOUTH 45°03'30" WEST, A DISTANCE OF 35.39 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 51.55 FEET; THENCE SOUTH 89°53'00" EAST, 99.50 FEET; THENCE NORTH 00°07'00" EAST, A DISTANCE OF 8.25 FEET; THENCE SOUTH 89°53'00" EAST, A DISTANCE OF 16.50 FEET; THENCE SOUTH 00°07'00" WEST, A DISTANCE OF 6.50 FEET; THENCE SOUTH 89°53'00" EAST, A DISTANCE OF 144.94 FEET; THENCE SOUTH 00°00'19" EAST, A DISTANCE OF 21.50 FEET TO THE POINT OF BEGINNING.</p> <p>SAID LANDS SITUATE, LYING, AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA AND CONTAINING 7,564 SQUARE FEET OR 0.1736 ACRES, MORE OR LESS.</p> <p><u>NOTE:</u></p> <p>THIS SPECIFIC PURPOSE SURVEY WAS PERFORMED TO DEPICT LOCATION OF IMPROVEMENTS WITHIN THE RIGHT-OF-WAY LIMITS OF SE 1ST STREET BETWEEN ANDREWS AVENUE AND 1ST AVENUE FOR THE PREPARATION OF A TRANSFER AGREEMENT.</p> <p><u>CERTIFICATION</u></p> <p>I HEREBY CERTIFY THAT THIS MAP OF TOPOGRAPHY AND THE FIELD SURVEY UPON WHICH IT IS BASED ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AS PREPARED UNDER MY DIRECTION AND SUPERVISION. I FURTHER CERTIFY THAT THIS MAP OF TOPOGRAPHY AND FIELD SURVEY MEET THE APPLICABLE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYS IN THE STATE OF FLORIDA (CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE) PURSUANT TO SECTION 472.027, FLORIDA STATUTES.</p> <p>LATEST DATE OF FIELD SURVEY: 7/28/2022</p> <p>Eric B Augusto Digitally signed by Eric B Augusto Date: 2022.08.11 16:52:19 -04'00'</p> <p>ERIC B AUGUSTO, P.S.M. PROFESSIONAL SURVEYOR AND MAPPER FLORIDA REGISTRATION NUMBER 5695</p> <div style="text-align: center;">  </div> <p style="text-align: right;">SHEET 4 OF 4</p>	
BROWARD COUNTY HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION 1 UNIVERSITY DRIVE, SUITE 300 - PLANTATION, FLORIDA 33324-2038 Phone # (954) 577-4555	

EXHIBIT C – FORM OF QUITCLAIM DEED

Return recorded copy to:

Broward County Real Property Section
115 South Andrews Avenue, Room 501
Fort Lauderdale, FL 33301

This document prepared by
and approved as to form by:
Christina A. Price
Broward County Attorney's Office
115 South Andrews Avenue, Room 423
Fort Lauderdale, FL 33301

Folio:

QUITCLAIM DEED

(Pursuant to Sections 125.411, Florida Statutes)

THIS QUITCLAIM DEED is made this ____ day of _____, 2023, by CITY OF FORT LAUDERDALE, a Florida municipal corporation ("Grantor"), whose address is 100 North Andrews Avenue, Fort Lauderdale, Florida 33301, and BROWARD COUNTY, a political subdivision of the State of Florida ("Grantee"), whose address is Governmental Center, Room 423, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301.

(The terms "Grantor" and "Grantee" as used herein shall refer to the respective parties, and the heirs, personal representatives, successors, and assigns of such parties.)

W I T N E S S E T H:

That Grantor, for and in consideration of TEN DOLLARS (\$10.00) and other valuable considerations, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim unto Grantee, its successors and assigns, forever, all of Grantor's rights, title, and interest, if any, in and to the following described lands, lying and being in Broward County, Florida, to wit:

See Exhibit A, attached hereto and made a part hereof (the "Property").

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity, and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit, and behalf of the said Grantee forever.

RESERVING unto Grantor current public and franchise infrastructure and utility easements. Grantee shall not place any improvements that will unreasonably interfere with Grantor's easements. Grantor shall have the right of ingress and egress in order to inspect, test, maintain, repair, rehabilitate, or replace the existing utilities. Grantor shall replace or repair, at its expense, any nonstructural repairs such as pavers, sod and

landscaping. Further, Grantor shall not install any new or additional infrastructure or utilities within the Property.

THIS CONVEYANCE IS SUBJECT TO all zoning rules, regulations, and ordinances and other prohibitions imposed by any governmental authority with jurisdiction over the Property conveyed herein; existing public purpose utility and government easements and rights of way and other matters of record; and real estate taxes for 2022 and all subsequent years.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name by its Board of City Commissioners acting by the Mayor of said Board and the City Manager, the day and year aforesaid.

GRANTOR

ATTEST:

CITY OF FORT LAUDERDALE, a Florida
municipal corporation

By: _____
David N. Soloman, City Clerk

By: _____
Dean J. Trantalis, Mayor-Commissioner

(SEAL)

_____ day of _____, 2023

By: _____
Greg Chavarria, City Manager

_____ day of _____, 2023

APPROVED AS TO FORM:
D'Wayne M. Spence, Interim City Attorney

By: _____
Lynn Solomon, Esq.
Assistant City Attorney

_____ day of _____, 2023

REF: Approved BCC _____ Item No: _____
Return to BC Real Property Section

EXHIBIT A

Legal Description