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Broward County Commission
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Return recorded document to:
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This instrument was prepared by:
Gabrielle Bush, Esq.
Assistant City Attorney
City of Fort Lauderdale
1 East Broward Blvd., Suite 1320
Fort Lauderdale, FL 33301

REVOCABLE LICENSE

THIS IS A REVOCABLE LICENSE granted this 18th day of November, 2025, by and between:

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida, having a principal address of 101 NE 3rd Avenue, Suite 2100, Fort Lauderdale, FL 33301 (hereinafter "CITY")

and

RD 3B, LLC, a Florida limited liability company, Document Number L19000016148, whose mailing address is 2850 Tigertail Ave, Suite 800, Miami, FL 33133, its successors and assigns (hereinafter, "LICENSEE").

WHEREAS, LICENSEE is the fee simple owner of the Property, located at 521 East Las Olas Boulevard in the City of Fort Lauderdale, Florida, as more particularly described in **Exhibit "A"** attached hereto and made a part hereof (hereinafter, "Property"); and

WHEREAS, the Property is the real property upon which LICENSEE proposes to develop a mixed-use development project known as "The Andare", approved by the City on November 30, 2023, pursuant to DRC Case No. UDP-S22041, as may be amended from time to time (the "Development Project"); and

WHEREAS, in order to construct the Development Project, LICENSEE indicates it is necessary that certain limited construction activities and precautions take place, in part, within the public right-of-way abutting the Property; and

WHEREAS, LICENSEE indicates that to best ensure the public's safety during the construction period and to control construction access to the Property, it is necessary to temporarily close the pedestrian and vehicle portions of the rights-of-way adjacent to the project which are more particularly described in **Exhibit "B"** attached hereto and incorporated herein; and

WHEREAS, LICENSEE is desirous of securing a Revocable License for the temporary closure of such portions of rights of way (more particularly described herein) with appropriate traffic control plans, emergency access, pavement markings, signage, warning lights, temporary barrier fences, restoration of pavement, construction of underground utilities, subject to certain terms and conditions; and

WHEREAS, on April 24, 2025, under Case No. PLN-PROW-25040003, the CITY's Property and Right of Way Committee considered and recommended approval of LICENSEE's application for a Revocable License and Maintenance of Traffic Plan involving temporary closures of the License Areas which are more particularly described in **Exhibit "B"** hereto; and

WHEREAS, the City Commission of the City of Fort Lauderdale, by Motion on November 18, 2025, authorized the execution of this Revocable License by the proper CITY officials.

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

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

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

Building means the building located on the Property.

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

City Engineer shall mean the CITY's Land Development Manager, Urban Design & Development, and Development Services Department.

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

Contract Administrator means the City Engineer, or his or her designee. In the administration of this Revocable License, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

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

Development Project means the construction of a hotel commercial development project consists of a 45-story (512-feet 8-inches high) 163 multi-family residential units, 3,205 square feet of ground floor restaurant space, and 280 structured parking spaces, with a total gross floor area of 357,819 square feet, approved on November 30, 2023 pursuant to Development Review Committee (DRC) Case No. UDP-S22041 and amended by Case No. UDP-A24018 on June 20, 2024. As approved, the Development Project includes the installation and construction of on-street parallel parking stall pavers, concrete driveway paving, concrete curb & gutter, curb, and valley gutters, bike racks, bench seating, landscaping, irrigation, utilities, sidewalks, lighting and any other improvements shown on the approved site plan for the Development Project. The Development Project is known by the name "The Andarc" and has a street address of 521 East Las Olas Boulevard.

Effective Date means the date upon which both (i) the Maintenance of Traffic (MOT) Permit is issued and (ii) the fully executed version of the Revocable License is recorded in the Public Records of Broward County, Florida. No work can commence under the Revocable License until the Effective Date.

Florida Building Code means The Florida Building Code adopted pursuant to Chapter 553, Florida Statutes and includes any amendments thereto.

License Areas means the areas depicted within the Sketch and Legal Descriptions set forth in **Exhibit "B"** attached hereto.

LICENSEE means **RD 3B, LLC**, a Florida limited liability company, whose mailing address is 2850 Tigertail Ave, Suite 800 Miami, FL 33133, and its successors and assigns.

M.O.T. means the Maintenance of Traffic Plan approved by the Office of the City Engineer under MOT Permit No. ROW-MOT-25100020, associated with Revocable License Permit No. ENG-RL-25100003 and DRC Case No. UDP-S22041.

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

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

Plans and Specifications means the plans, specifications, drawings, details, and survey for the Project Improvements to be installed, constructed, operated, maintained, repaired, and removed within the License Area during the term of the Revocable License, which such plans, specifications, drawings, details, etc. are on file in the Office of the City Engineer.

Project means the temporary closure of the public rights-of-way within the License Area and the construction, installation, operation, maintenance, repair, and reconstruction, from time to time, of the Project Improvements within the License Area in conjunction with the construction activities for the Development Project. The term *Project* also includes the ongoing obligation of maintenance and repair of the License Area, including reconstruction of Project Improvements, from time to time and when necessary, during the term of the Revocable License. The term *Project* shall **not** include the possession, use, or occupancy of the License Area for any other purpose, except as expressly authorized in this Revocable License. The term *Project* includes any portion thereof.

Project Improvements means the improvements to be constructed, installed, operated, maintained, repaired, and reconstructed from time to time within the License Area, including construction and installation of underground utility facilities, street resurfacing, signage and pavement markings, temporary mounted signs, temporary barrier fences and gates and dust screen and construction and installation of utility facilities within License Area. The term *Project Improvements* includes, without limitation, the installation of streetscape improvements, parallel parking, landscaping, irrigation, pedestrian lighting, pavers, sidewalks, installation of utilities/infrastructure, and resurfacing of the License Area.

Project Site means the area within the Property and License Area.

Property means the real property owned by the LICENSEE and as described in **Exhibit "A"** attached hereto and made a part hereof.

Staging of Materials or Equipment means the placement of materials or equipment or parking of vehicles within the License Areas in any manner other than (a) temporarily and (b) for the purpose of and while actually engaged in the act of loading or off-loading materials or equipment from a vehicle. *Staging of Materials or Equipment* shall include equipment or materials off-loaded from a vehicle and placed within the License Area when not being removed from the License Area to LICENSEE's Property within two (2) hours.

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

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

3. **Revocable License.** From the Effective Date hereof, the CITY grants unto the LICENSEE a revocable license ("Revocable License") for the nonexclusive possession, use, construction, installation, occupancy of the Project Improvements within the License Areas during the term of the Revocable License at LICENSEE'S sole cost and expense, subject to the terms and conditions contained in this Revocable License. Except for the staging of the construction crane, this Revocable License does not permit the Staging of Materials or Equipment within the License Areas relative to the construction of the Development Project. This Revocable License does permit the Staging of Materials or Equipment within the License Area for improvements to the existing rights-of-way including, but not limited to, water and sewer facilities, storm drainage, street and sidewalk improvements, including curb and gutter, fiberoptic cable installations, and on-street parking. The granting of this Revocable License is intended to ensure the public safety and to enable the Project Improvements in an area inaccessible to the public and in a manner that will enhance the public safety.

4. **Term:** This Revocable License shall automatically terminate twenty-four (24) months after the effective date unless terminated sooner, suspended, or extended in accordance with the terms of this Revocable License.

4.1 This closure period shall commence upon the Effective Date. The City Manager shall have the authority, upon written request by LICENSEE, to extend the term of this closure by not more than four (4) thirty (30) day periods beyond the period set forth in Section 4. Requests for extensions must be made at least two (2) weeks prior to the expiration date of this closure.

4.2 The City Manager shall have the authority, upon written request by LICENSEE, to extend the term of this Revocable License for delays beyond the reasonable control of the LICENSEE, including, without limitation, Force Majeure events, Section 37. The LICENSEE must give notice of the Force Majeure event to the Contract Administrator promptly thereafter but no later than five (5) days after its occurrence, in which written explanation shall describe circumstances of the Force Majeure event and resulting hardship.

5. **Closure: Partial Right-of-Way of East Las Olas Boulevard and Alley**

5.1 **Purpose:** The purpose of this closure is for the use of construction vehicles to access the Project Site to deliver and haul off materials, in accordance with the approved site plan's requirements, and promote public safety. The proposed closure is described below and graphically shown in the License Areas, attached as **Exhibit "B"** and the Detour Plans, attached as **Exhibit "C"**. The proposed MOT plan does not appear to present any conflicts with the other construction projects in this area.

a. **Boundary of Closure:**

- 1) Boundary 1: Approximately 21 feet, the existing sidewalk and westbound travel lane along the north portion of East Las Olas Boulevard adjacent to the project site, starting from SE 6th Avenue and stopping 133-feet west from SE 6th Avenue as more particularly shown and described in **Exhibit "B"** (License Areas). Two-way vehicular travel will be maintained on East Las Olas Boulevard via the existing travel lanes as shown in **Exhibit "C"** (Detour Plans).
- 2) Boundary 2: Approximately 20 feet, the existing alley along the western property line adjacent to the project site, starting from East Las Olas Boulevard and stopping 170-feet north from East Las Olas Boulevard, as more particularly shown and described in **Exhibit "B"** (License Areas). All vehicular travel will be detoured as shown in **Exhibit "C"** (Detour Plans).

5.2 As to the extent and duration of the closure and notwithstanding the foregoing, the City Engineer, in his or her sole discretion, will determine the duration of the closure after consideration of such matters as site conditions, construction operations, pedestrian and vehicular circulation, feasibility of alternative means of pedestrian and vehicular access and pathways, and such other aspects of this Project as the City Engineer deems necessary and appropriate.

5.3 The rights-of-way or sidewalk shall not be closed prior to the Effective Date of this Revocable License.

6. **Revocation, Suspension, and Termination.**

6.1 In the event the City Manager reasonably determines that the (a) LICENSEE is in violation of any material term or condition of this Revocable License, or (b) the Revocable License granted herein or the actions of LICENSEE or any of its agents, servants, employees, guests, or invitees or the actions of any of the agents, servants, employees, guests, or invitees of the LICENSEE's contractors, subcontractors, or independent contractors conflict with a municipal interest of the CITY or the public, or (c) CITY requires the use of the License Area or adjacent publicly dedicated thoroughfare(s) for a conflicting municipal purpose, or (d) continuation of the Revocable License granted herein, as to the respective License Area, is no longer in the best interest of the public, then, upon advance written notice to LICENSEE of not less than seventy-two (72) hours, where LICENSEE is given an opportunity to be heard on the matter by the City Manager, the authority granted by this Revocable License as to the respective License Area may be temporarily revoked or suspended by the City Manager for a period not exceeding fourteen (14) days, at the end of which period the City Commission shall consider termination of the Revocable License granted herein.

6.2 In the event that the City Commission determines that the (a) Revocable License for the License Area granted herein or the actions of the LICENSEE or any of its agents, servants, employees, guests, or invitees or any of the agents, servants, employees,

guests, or invitees of the LICENSEE's contractors, subcontractors, or independent contractors conflict with a municipal interest of the CITY or public, (b) CITY requires the use of the above-mentioned License Area or publicly dedicated thoroughfare for a conflicting municipal purpose, or (c) continuation of the Revocable License for any of the License Area granted herein is no longer in the best interest of the public, then, in that event, the Revocable License granted herein for the respective License Area shall be terminable, in whole or in part, at the will of the City Commission upon fifteen (15) days advanced written notice to the LICENSEE.

6.3 In the event that emergent conditions arise within any of the License Areas that present an imminent threat to the health, safety, or welfare of Persons or property, the City Manager may temporarily suspend this Revocable License, in whole or in part, for a period not to exceed fourteen (14) days. In the event the Revocable License must be temporarily suspended for a period longer than fourteen (14) days, City Commission approval is required.

6.4 In the event of an emergency, either party may cancel this Revocable License during the term hereof upon twenty-four (24) hours written notice to the other party of its desire to terminate this Revocable License.

6.5 This Revocable License as to the License Area may also be revoked or terminated pursuant to the terms of Section 22.2.1.

7. **Conditions.** The Revocable License granted herein is subject to compliance with the following conditions:

7.1 To the extent required by law, no placement, installation or construction of Project Improvements within the License Areas shall be commenced prior to issuance of a Building Permit, where applicable, by the Building Official or issuance of an Engineering Permit, where applicable, by the City Engineer or designee.

7.2 LICENSEE shall submit Plans and Specifications for the Improvements, to the Office of the City Engineer, where required, and to the Building Official, where required, for review and approval prior to commencing construction of the Project Improvements.

7.3 For the License Areas, where the Project Improvements are to be placed, installed or constructed, prior to construction and installation of Project Improvements within the License Areas, LICENSEE, at the discretion of the City Engineer or designee, shall perform, at its sole cost and expense, a sub-surface utility investigation before and after the construction of the Project Improvements and provide videos, reports, and any other required documentation to the CITY.

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

7.3.2 In the event no defects to any of the subterranean utilities are identified as a result of the sub-surface utility investigation under Section 7.3.1., or in the event LICENSEE has failed to document conditions prior to starting construction, LICENSEE, at the discretion of the City Engineer, shall perform at its sole cost and expense, a second sub-surface utility investigation one (1) year after receiving a Certificate of Completion from the City Engineer, and bear the cost of any repairs to the satisfaction of the City Engineer, in the event defects to any of the subterranean utilities are detected as a result of the second sub-surface utility investigation, provided that such repairs only be limited to any work installed or performed by LICENSEE.

7.4 LICENSEE shall provide the Office of the City Engineer as-built plans, specifications, details and surveys after construction of the Project Improvements.

7.5 Any necessary or required signage and pavement markings are to be placed in accordance with the latest edition of the Federal Highway Administration's Manual on Uniform Traffic Control Devices, the Florida Department of Transportation's Standard Specifications for Road and Bridge Construction and their Design Standards and the Development Project's Plans and Specifications. In the event of conflict, the Contract Administrator shall proscribe which standard, specification or detail shall supersede or prevail.

7.6 For sign details, use the Manual on Uniform Traffic Control Devices, 11th edition.

7.7 LICENSEE shall exercise caution in the construction access and staging and installation of post mounted signs in order to prevent possible damage to underground utilities.

7.8 For nighttime closures, LICENSEE shall use Type "A" Flashing Warning Lights on barricades supporting signs and closing sidewalks and Type "C" steady-burn lights on channelizing devices separating the work area from vehicular traffic shall be used, as required by the Office of the City Engineer.

7.9 Post mounted signs located near or adjacent to a sidewalk shall have a seven foot (7') minimum clearance from the bottom of the sign to the sidewalk, as required by the Office of the City Engineer.

7.10 Traffic control shall be in accordance with all relevant indices for traffic control through work zones FDOT Index 600 through 670.

7.11 LICENSEE shall be responsible for conducting due diligence to identify potential utility conflicts, performing field verifications, making all utility notifications and obtaining all utility locations and clearances prior to performing any excavation work, including for the installation of signs and fence posts.

7.12 Any damage to existing pavement or to any publicly owned property or rights-of-way, including public sidewalk areas within License Area, caused by the installation, movement or removal of Project Improvements including temporary barrier fencing shall be repaired by LICENSEE to the satisfaction of the Office of City Engineer and the cost of such repairs shall be borne by LICENSEE.

7.13 At the conclusion of the Development Project, LICENSEE shall mill and surface the roadway within License Area, if any, as provided in Section 12.1.3 hereof. If the roadway is damaged, the roadway must be repaired and restored to a condition equal or better than that existing prior to commencement of construction of the Development Project.

7.14 At the conclusion of the construction and installation phase of the Development Project, all damage caused by LICENSEE or its contractors or subcontractors to any elements or publicly owned property such as pavement, curbs, sidewalks, signs, markings, landscaping, trees, irrigation, parking meters, light poles, and any other Project Improvements located within the public rights of way or License Area shall be repaired or restored by LICENSEE at its sole cost and expense to a condition equal to or better than that existing prior to commencement of construction of the Development Project.

7.15 LICENSEE shall utilize off-duty City of Fort Lauderdale police officers for traffic control as required by the City Manager.

7.16 Except as to the Staging of Materials and Equipment in conjunction with the construction and installation of utility facilities or streetscape improvements within the License Areas, storage of construction materials or equipment shall not be permitted within the License Areas or any of the public rights-of-way, unless such offsite area is approved as a construction staging area by the CITY.

7.17 Storage of dumpsters and debris shall be limited to the Property and shall not be stored, placed or collected within the License Areas or any of the public rights-of-way.

7.18 When vehicles in a parking zone block the line of sight to TCZ (Traffic Control Through Work Zone) signs or when TCZ signs encroach on a normal pedestrian walkway, the signs shall be barricade mounted and located in accordance with Index No. 17302.

7.19 The M.O.T. Plan for the Project shall be on file in the Office of the City Engineer and LICENSEE shall proceed with the Project in accordance with the M.O.T Plan for the Project after the Effective Date hereof has been attained. The terms and conditions of this Revocable License are hereby incorporated into the M.O.T. Plan and the Master Permit.

7.19.1 LICENSEE shall provide CITY with twenty-four (24) hour access to the Property and License Areas. Access shall be provided via Knox box(es) located as approved by the Contract Administrator.

7.20 LICENSEE shall use its best efforts to ensure that structural concrete pours, if any, do not interfere with rush hour traffic during the hours of 8:00AM to 9:30AM and 4:00PM to 6:30PM, Monday through Friday, except for legal holidays observed by the CITY.

7.21 It shall be the responsibility of LICENSEE to employ flagmen on high activity days to direct traffic in and out of the Project Site to avoid disruption of traffic and to promote public safety. Flagmen may also be required to be employed by LICENSEE as determined by Contract Administrator.

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

7.23 A truck wash/street cleaner will be employed when needed, as determined by the Contract Administrator, to maintain the streets utilized by construction vehicles.

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

7.25 Except as provided in Section 7.16, all material or equipment deliveries shall be placed within the boundaries of the Property, inside the perimeter fencing for the Property, for off-loading to avoid conflicts with pedestrian or vehicular traffic.

7.26 All signage will be set up in accordance with TA20 (Typical Application 20) of the MUTCD (Manual of Uniform Traffic Control Devices) and continuously monitored through the day to ensure compliance.

7.27 Violation of any of the conditions of this Revocable License, Staging/Dust Control Plan or M.O.T. Plan may result in a suspension of building or engineering inspections under the Building Permits or Engineering Permits issued in conjunction with this Development Project and the development of the Property until such violations have been brought into compliance. LICENSEE waives all right, title, and interest in continuation of building and engineering inspections while such violations continue to exist.

7.27.1 A fine of \$1,000.00 per day may be imposed for violations of any of the terms or conditions hereof in accordance with Section 22.1, et seq. hereof.

7.27.2 LICENSEE shall provide on-site parking for all personnel working on the Project Site. However, in the event LICENSEE is unable to supply on-site parking sufficient to park all the vehicles of all personnel working the Project Site during the construction of the Development Project, then LICENSEE shall establish remote off-site parking facilities sufficient to park the vehicles of all personnel working the Project Site during the construction of the Development Project, which such off-site parking facilities shall be approved by the Development Services Department in the event the off-site parking facility is a public parking facility owned or operated by the City of Fort Lauderdale, who shall consult with the Director of Transportation and Mobility. All personnel working the

Development Project shall park their vehicles in either the on-site or off-site parking facilities supplied pursuant to this Revocable License.

7.27.3 In the event it is necessary for LICENSEE to establish remote offsite parking facilities and that facility is outside a three (3) block radius from the Property, then LICENSEE shall supply a tram, jitney, or other transportation service to transport the personnel working the Project Site from the remote off-site parking facility or facilities to the Property.

7.28 LICENSEE shall mail written notice of any closures at least ten (10) days in advance of the closures to the Condominium Associations and residential neighborhood associations, officially recognized by the CITY, within a five hundred (500) foot radius of the License Area. Written notification from LICENSEE shall include a weblink to the City's GIS 'LauderStreet Map' webpage for Maintenance of Traffic Plans, which features location-specific information on each closure such as purpose, duration of the closure and in many cases, detour information: <https://gis.fortlauderdale.gov/lauderstreet/>. Each written notification to the Condominium Associations and residential neighborhood associations, officially recognized by the CITY, must be sent via certified mail and the LICENSEE must obtain a USPS Certified Mail Receipt, a copy of which shall be forwarded by the LICENSEE as proof of mailing to the Contract Administrator promptly thereafter, but no later than five (5) days in advance of the closures.

7.29 LICENSEE shall send written notice by regular U.S. Mail of the closures at least ten (10) days in advance of the closures to all business owners and residential property owners¹ within a five hundred (500) foot radius of the License Area. Written notification from LICENSEE shall include a weblink to the City's GIS 'LauderStreet Map' webpage for Maintenance of Traffic Plans, which features location-specific information on each closure such as purpose, duration of the closure and in many cases, detour information: <https://gis.fortlauderdale.gov/lauderstreet/>. LICENSEE shall provide a notarized affidavit to the Contract Administrator as evidence that regular mail was sent to the business owners and residential property owners.

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

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

10. **Compliance with Regulations of Public Bodies.** LICENSEE shall, at its sole cost and expense, possess, use, construct, operate, maintain, repair, and replace, from time to time, the Project Improvements within the License Areas and the Project and perform such acts and do such things as shall be lawfully required by any public body having jurisdiction over the License Areas,

¹ As such "property owners" are found on the most recent Broward County Property Appraiser's records.

Project Improvements, and the Project in order to comply with health, safety, and sanitary requirements, fire hazard requirements, zoning requirements, building code requirements, City of Fort Lauderdale Engineering Standards, Americans With Disabilities Act requirements, environmental requirements, and other similar regulatory requirements.

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

12. **Repairs and Maintenance.** LICENSEE shall not damage the Project Improvements or License Areas. LICENSEE shall, at its own cost and expense, safely and securely maintain the Project Improvements and the License Areas and keep the License Areas clean and in good condition, make repairs, and keep the License Areas free of rubbish and other hazards. LICENSEE further covenants and agrees, to make or cause to be made any and all repairs or replacements, ordinary, or extraordinary, structural or otherwise, necessary to maintain the License Areas in its original condition at the time of the commencement of the License Term and to similarly maintain the Project Improvements as originally installed or constructed during the term of this Revocable License. The City Engineer shall approve all repairs and replacements within the License Area. When making such repairs, replacements, and maintenance, LICENSEE shall comply with all laws, ordinances, codes, regulations, and State and City Engineering standards then in effect; provided, however, that LICENSEE shall only be responsible to make such repairs and replacements necessary to return the License Areas to the original condition at the time of commencement of the License Term. The License Areas shall be maintained in a neat and orderly appearance at all times.

12.1 **Restoration of Road Right-of-Way.**

12.1.1 LICENSEE shall submit evidence to the City Engineer, which such evidence shall be reasonably satisfactory to the City Engineer, to document conditions that existed prior to construction of the Development Project within the public rights-of-way adjacent to the Development Project. Such evidence may include pictures, video, signed and sealed topographic surveys, other methods acceptable to the City Engineer, or any combination thereof. Topographic features such as roadway surface, striping, signs, sidewalks, swale areas, driveways, curbing, parking meters, drainage inlets, valve covers, water meters, fire hydrants, utility access manholes/covers, landscaping, etc. shall be shown in sufficient detail such that the existing location and condition of each feature is clearly discernable.

12.1.2 LICENSEE shall schedule a site visit with the City's Engineering Inspector to verify that said documentation adequately reflects the site conditions. Said documentation will remain on file with the Office of the City Engineer.

12.1.3 Upon completion of the Development Project, LICENSEE shall:

(a) Conduct a site review with the City's Engineering Inspector to determine if any disruption or damage has occurred to features within the public right-of-way surrounding the Development Project.

(b) Immediately restore any damage in those areas that is identified by the City's Engineering Inspector.

(c) Mill and resurface the asphalt roadway surface of and adjust any at-grade utilities within the License Area. The resurfacing shall be done regardless of whether any other repair work is required.

12.1.4 Pursuant to Chapter 25, Streets and Rights of Way, Article III, Rights of Way Administration, City Code of Ordinances, including, but not limited to the following:

- § 25-108 Rights of Way Restoration
- § 25-109 Protection of Facilities
- § 25-110 General obligations of permittees
- § 25-111 Enforcement of permit obligations
- § 25-112 Construction bond

LICENSEE shall obtain a separate permit from the City's Development Service Department prior to starting construction of the Project or any improvements or any repairs in the public right-of-way. A bond in the amount of 100% of the construction value will be required for a period of one year.

12.1.5 An as-built survey signed and sealed by a professional surveyor and mapper shall be provided to the City Engineer at the completion of the Development Project to document all existing and new features within the public right-of-way.

13. **Emergencies.** If an emergency situation arises where the License Areas or any condition thereof presents an imminent threat to the health or safety of Persons or property, the CITY shall make reasonable efforts to provide notice to the LICENSEE's Contact Person via email and telephone. If, following that notice, LICENSEE fails to take timely action to correct the emergency situation, and allows the emergency situation to continue that would pose an imminent threat to the health or safety of Persons or property, CITY may undertake such limited actions as are necessary to eliminate the emergency; and CITY shall be entitled to recover its reasonable costs of cure from LICENSEE in accordance with provisions hereof. For the purposes of this Paragraph, LICENSEE's Contact Person shall be **Mark Rodriguez, Senior Project Manager**; cell phone number: **305-710-3439**; e-mail address: **Mark.Rodriguez@RelatedGroup.com**; and address: **2850 Tigertail Avenue, Suite 800, Miami, FL 33133**. In the event the LICENSEE's Contact Person or any other information pertaining to the LICENSEE's Contact Person shall

change, such change shall be provided to the City Engineer in writing within seven days of that change.

14. **Damage to Public Property.** In the event the use, operation, construction, demolition, or reconstruction of the Project or Project Improvements or License Area cause(s) any damage whatsoever to any other public property, then LICENSEE shall be responsible for the cost of repair and shall, at CITY's option, make said repairs or reimburse CITY for the cost of same.

15. **Liens Against the License Areas.** LICENSEE shall have no power or authority to incur any indebtedness giving a right to a lien of any kind or character upon the right, title, or interest of CITY in and to the License Areas, and no Person shall ever be entitled to any lien, directly or indirectly derived through or under the LICENSEE, or its agents, servants, employees, contractors, or officers or on account of any act or omission of said LICENSEE as to the License Area. All Persons contracting with the LICENSEE, or furnishing materials, labor or services to said LICENSEE, or to its agents or servants, as well as all Persons shall be bound by this provision of the Revocable License. Should any such lien be filed, LICENSEE shall discharge the same within thirty (30) days thereafter, by paying the same or by filing a bond, or otherwise, as permitted by law. LICENSEE shall not be deemed to be the agent of CITY, so as to confer upon a laborer bestowing labor upon or within any of the License Areas, or upon materialmen who furnish material incorporated in the construction and improvements upon the foregoing, a construction lien pursuant to Chapter 713, Florida Statutes (2024) or an equitable lien upon the CITY's right, title or interest in and to the Property or License Areas. These provisions shall be deemed a notice under Section 713.10(1), Florida Statutes (2024) of the "non-liability" of the CITY.

16. **Removal.** Except as may otherwise be expressly provided herein, LICENSEE shall remove all Project Improvements constructed or Project materials, rubbish, or equipment within the License Areas and any components thereof, exclusive of utilities facilities constructed and installed, upon revocation or termination of this Revocable License and upon demand of CITY for removal of such Project Improvements or Project materials, rubbish, or equipment, and LICENSEE shall restore the License Areas to the condition(s) that existed prior to LICENSEE's installation of any such Project or Project Improvements within the License Areas. Such removal shall be at LICENSEE's sole cost and expense. In the event LICENSEE fails to remove all or any part of the Project Improvements or Project materials, rubbish, or equipment within the License Area, exclusive of utilities facilities constructed and installed, contemplated herein within fifteen (15) days after written demand by the CITY to do so, the CITY is hereby authorized to remove such Project Improvements or Project materials, rubbish, or equipment and restore License Area to the condition that existed prior to the LICENSEE's construction or installation of the improvements in the License Areas, and all reasonable costs associated with the removal and restoration thereof shall be fully reimbursed to CITY by LICENSEE. Notwithstanding the foregoing, LICENSEE shall have the obligation of immediately removing any equipment or materials or temporary fencing within the License Areas upon termination of this Revocable License, in the event LICENSEE fails to do so, CITY shall have the right to remove same, recouping the reasonable cost thereof from LICENSEE in the manner set forth herein.

17. **Damage and Destruction.** LICENSEE shall not by its possession, use, occupancy, operation, maintenance, or repair of the License Areas, cause damage to the License Areas or to

the adjacent real property or public rights-of-way. If during the term of this Revocable License the structures, Project Improvements, fixtures or personal property within the License Areas or adjacent public rights-of-way shall be damaged, destroyed or deteriorated in whole or in part by fire, casualty, obsolescence, failure to maintain, or any other cause, and whether or not such destruction or damage is covered by any insurance policy on the Project, LICENSEE shall give to CITY immediate notice thereof, and LICENSEE shall:

17.1 seek the necessary permits and approvals from CITY and any other regulatory agency with jurisdiction over the License Areas or adjacent real property or adjacent public rights-of-way to repair, replace, and rebuild the same or cause the same to be repaired, replaced, or rebuilt as nearly as possible to their original condition; or

17.2 to the extent that such destruction or damage affected the structures and improvements within the License Areas or real property or public rights-of-way adjacent thereto, or any part thereof, if LICENSEE elects to remove such structures and Project Improvements (exclusive of utilities facilities constructed and installed), or any part thereof, LICENSEE shall seek the necessary permits and approvals from CITY and any other regulatory agency with jurisdiction over the subject matter to promptly remove or demolish said structures and improvements and restore the License Areas as nearly as possible to its original condition.

All such repairs, restructuring and replacements shall be hereafter referred to as "Restoration." The cost of Restoration shall be paid solely by LICENSEE.

18. **License, not Lease.** It is acknowledged and stipulated by and between the parties hereto that this Revocable License shall not be deemed a lease of the License Areas by CITY but rather a license granted to LICENSEE by CITY for the nonexclusive possession, use, occupancy, operation, maintenance, and repair of the License Areas in order to conduct the Project under the terms and conditions stated herein, such terms and conditions including termination of the Revocable License in the manner set forth herein. LICENSEE acknowledges and understands the provisions of § 8.05 and 8.09 of the CITY Charter with respect to leases.

19. **Indemnity.**

19.1 LICENSEE agrees to indemnify and hold harmless the CITY, its officers, employees, volunteers, and agents 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 Revocable License, which Claim is caused or alleged to be caused in whole or in part, by any intentional, reckless, or negligent act or omission of LICENSEE, LICENSEE's contractors and subcontracts, its officers, employees, volunteers, agents or assigns, arising from, relating to, or in connection with this Revocable License. If any Claim is brought against CITY, LICENSEE and LICENSEE's contractors and subcontracts shall, at their own expense, upon written notice from CITY defend CITY against each such Claim by counsel satisfactory CITY, or, at the option of CITY, pay for an attorney selected by the City Attorney to defend the CITY.

19.2 CITY is subject to Section 768.28, Florida Statutes, as may be amended from time to time. Nothing herein is intended to serve as a waiver of sovereign immunity by the CITY to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by the CITY to be sued by third parties in any matter arising out of this Revocable License or any other contract.

19.3 The provisions of this Section 19 shall survive the expiration or earlier termination of this Revocable License.

20. **Insurance.** As a condition precedent to the effectiveness of this Revocable License, during the term of this Revocable License and during any renewal or extension term of this Revocable License, LICENSEE shall cause to be kept in effect the following insurance coverages:

LICENSEE shall, at its sole expense, provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of LICENSEE. LICENSEE shall provide the City a certificate of insurance evidencing such coverage. LICENSEE's insurance coverage shall be primary insurance for all applicable policies, in respect to the City's interests for this Revocable License. The limits of coverage under each policy maintained by LICENSEE shall not be interpreted as limiting LICENSEE's liability and obligations under this Revocable License. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by LICENSEE for assessing the extent or determining appropriate types and limits of coverage to protect LICENSEE against any loss exposures, whether as a result of this Revocable License or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by LICENSEE under this Revocable License.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipality, its officials, employees, and volunteers are to be included as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of LICENSEE. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If LICENSEE does not own vehicles, LICENSEE shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Crane and Rigging Liability

Coverage must be afforded for any crane operations under the Commercial General or Business Automobile Liability policy as necessary, in line with the limits of the associated policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute. LICENSEES ineligible for a State exemption certificate agree that they are excluded from any benefits, from the City, afforded under Chapter 440, Florida Statutes.

LICENSEE waives, and LICENSEE shall ensure that LICENSEE's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

LICENSEE must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act and the Jones Act, if applicable.

Insurance Certificate Requirements

- a. LICENSEE shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Revocable License.
- b. LICENSEE shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.

- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of LICENSEE to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Revocable License term or any surviving obligation of LICENSEE following expiration or early termination of the Revocable License goes beyond the expiration date of the insurance policy, LICENSEE shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Revocable License until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be included as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on LICENSEE's Workers' Compensation insurance policy.
- h. The title of the Revocable License, Contract number, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
Attn: Development Services Department
401 SE 21st Street
Fort Lauderdale, FL 33316

LICENSEE has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the application of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for including the City as an Additional Insured shall be at LICENSEE's expense.

If LICENSEE's primary insurance policy/policies do not meet the minimum requirements as set forth in this Revocable License, LICENSEE may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

LICENSEE's insurance coverage shall be primary insurance in respect to the City's interests for this Revocable License, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by LICENSEE that excludes coverage required in this Revocable License shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the Revocable License work has been accepted by the City, or until this Revocable License is terminated, whichever is later. Any lapse in coverage may be considered breach of contract. In addition, LICENSEE must provide to the City confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Revocable License. The City reserves the right to review, at any time, coverage forms and limits of LICENSEE's insurance policies.

LICENSEE shall provide notice of any and all claims, accidents, and any other occurrences associated with this Revocable License to LICENSEE's insurance company or companies and the City's Risk Management office as soon as practical.

It is LICENSEE's responsibility to ensure that any and all of LICENSEE's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of LICENSEE. The City reserves the right to adjust insurance limits from time to time at its discretion with notice to LICENSEE.

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

22. **Remedies of CITY.**

22.1 In the event the LICENSEE fails to perform or violates any of the terms or conditions of this Revocable License or defaults or breaches any term or condition hereof, CITY shall provide notice thereof to LICENSEE and LICENSEE shall cure such violation within twenty (20) days of such Notice.

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

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

22.1.3 In the event LICENSEE disagrees with the Contract Administrator's (a) finding that a violation exists or continues to exist, or (b) imposition or assessment of a per diem fine, or (c) determination of the date of compliance or

noncompliance, LICENSEE shall file a written Notice of Appeal to the City Manager within five (5) days of receiving notice of (a), (b) or (c) above.

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

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

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

22.1.7 LICENSEE acknowledges and agrees that the issuance of any temporary, partial, or final Certificate of Occupancy for the Development Project may be delayed during the period where any violations of the terms or conditions of this Revocable License still exist.

22.1.8 LICENSEE acknowledges and agrees that the issuance of any temporary, partial, or final Certificate of Occupancy for the Development Project may be delayed during the period where any fines imposed have not been paid.

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

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

22.2.1 revoke or terminate this Revocable License; or

22.2.2 take any equitable action to enforce the terms and conditions of this Revocable License, it being stipulated by the parties that since this Revocable License deals with the right to use a public right-of-way, a violation or breach of

any term or condition of the Revocable License constitutes an irreparable injury to the public and CITY for which there is no adequate remedy at law; or

22.2.3 take such curative action that was required to be taken by the LICENSEE under the Revocable License and the cost and expense incurred in CITY's curative actions shall be passed on to and owed by LICENSEE, in which case LICENSEE shall be liable for payment to CITY for all reasonable and necessary costs and expenses incurred by CITY in connection with the performance of the action or inactions. LICENSEE shall reimburse CITY within thirty (30) days following written demand for payment thereof. Interest shall accrue on the unpaid amount at the rate of twelve percent (12%) per annum, compounded monthly, but in no event shall interest exceed the highest amount allowed by Florida law. The demand shall include reasonable documentation supporting the expenses incurred by CITY. If a dispute arises as to the need for, or amount due to the CITY for repairs, maintenance, or removal undertaken by CITY in accordance with this Revocable License, and such dispute is not resolved within forty-five (45) days after the date that CITY makes the original written demand for payment, the LICENSEE shall pay to CITY the undisputed amount and shall provide CITY with a bond or other security acceptable to CITY for the disputed amount pending a resolution of the dispute by negotiation or litigation. In addition to any other remedies available to CITY, in the event of litigation between the parties, CITY shall be entitled to recover from LICENSEE all costs of collection, including reasonable attorneys' fees and court costs incurred at all tribunal and appellate levels, provided CITY ultimately prevails in such proceedings.

22.2.4 If LICENSEE does not make the payments required under this Section 22 within the sixty (60) day period set forth herein, then CITY shall have a right to record a Claim of Lien upon the Property, which lien may be either:

(a) for the total amount of the fines resulting from the procedures set forth in Sections 22.1.1 through 22.1.6 or

(b) for all reasonable and necessary costs and expenses of any cure undertaken by CITY in accordance with this Section, the cost of any interim insurance policy as provided herein, and reasonable attorneys' fees and costs associated therewith. The Lien shall be effective upon the recording of a Claim of Lien in the Public Records of Broward County, Florida, which Claim of lien shall state all amounts due and owing to CITY. The Lien may be foreclosed by CITY in the same manner as provided by law for foreclosure of mortgage liens. The Lien shall continue until payment to CITY of the amounts set forth in the Lien (at which time CITY shall record a satisfaction of such lien). In addition to the Lien, CITY shall have all other rights and remedies granted to it at law or in equity for LICENSEE's failure to pay the fines owed or reimburse CITY for curative actions taken by CITY. LICENSEE shall be entitled to pursue all legal and equitable remedies to contest the amount or existence of any such lien.

22.3 The remedies found within Section 22, including all subsections thereof, are cumulative. The exercise of one does not preclude the exercise of any other remedy.

23. **Requirement for Notice.** LICENSEE shall give CITY prompt written notice of any accidents on, in, over, within, under, and above the License Areas in which damage to property or injury to a Person occurs.

24. **Notices.**

24.1 Except as provided in Subsection 24.3 below, whenever it is provided herein that notice, demand, request, or other communication shall or may be given to, or served upon, either of the parties by the other, or either of the parties shall desire to give or serve upon the other any notice, demand, request, or other communication with respect hereto or with respect to any matter set forth in this Revocable License, each such notice, demand, request, or other communication shall be in writing and any law or statute to the contrary notwithstanding shall not be effective for any purpose unless the same shall be given by mailing the same by (i) registered or certified mail, postage prepaid, return receipt requested, addressed, or (ii) an overnight air mail service such as Federal Express, UPS, or similar carrier addressed to the party at the address set forth below, or at such other address or addresses and to such other Person or firm as CITY may from time to time designate by notice as herein provided.

24.2 All notices, demands, requests, or other communications hereunder shall be deemed to have been given or served for all purposes hereunder forty-eight (48) hours after the time that the same shall be deposited in the United States mail, postage prepaid; in the manner aforesaid, provided, however, that for any distance in excess of five hundred (500) miles, air mail service or Federal Express or similar carrier shall be utilized, if available.

AS TO CITY: City Manager
City of Fort Lauderdale
101 NE 3rd Avenue, Suite 2100
Fort Lauderdale, FL 33301

With copy to: City Attorney
City of Fort Lauderdale
1 East Broward Blvd., Suite 1320
Fort Lauderdale, FL 33301

AS TO LICENSEE: Jessica Melendez
Authorized Representative
2850 Tigertail Ave, Suite 800
Miami, FL 33133
jmelendez@relatedgroup.com

With copy to:

Robert B. Lochrie III, Esq.
Lochrie & Chakas, P.A.
699 North Federal Highway, Suite 400
Fort Lauderdale, Florida 33304
rlochrie@lochrielaw.com

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

25. **Assignment, Pledge, Security Interest.** LICENSEE shall not voluntarily, involuntarily, or by operation of law, assign, sell, pledge, grant a security interest, or in any manner transfer the Revocable License or any interest therein or grant any right to the License Areas without prior written consent of CITY, which such consent may be granted or withheld in its sole discretion. Notwithstanding the foregoing, CITY hereby consents to LICENSEE's assignment of all of its rights and interests under this Revocable License to any lender(s) or financier(s) providing it with financing for all or any portion of the Development Project.

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

27. **Entire Revocable License.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Revocable License that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. This Revocable License may be amended, supplemented, modified, or discharged only upon an amendment in writing executed by all of the parties hereto. This Revocable License shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns, subject, however, to the limitations contained herein.

28. **Interpretation of Revocable License; Severability.** This Revocable License shall be construed in accordance with the laws of the State of Florida. If any provision hereof, or its application to any Person or situation, is deemed invalid or unenforceable for any reason and to any extent, the remainder of this Revocable License, or the application of the remainder of the provisions, shall not be affected. Rather, this Revocable License is to be enforced to the extent permitted by law. The captions, headings and title of this Revocable License are solely for convenience of reference and are not to affect its interpretation. Each covenant, term, condition, obligation or other provision of the Revocable License is to be construed as a separate and

independent covenant of the party who is bound by or who undertakes it, and each is independent of any other provision of this Revocable License, unless otherwise expressly provided. The terms and words used in this Revocable License, regardless of the number or gender in which they are used, are deemed to include any other number and other gender as the context requires.

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

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

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

32. **Records.** Each party shall maintain its own respective records and documents associated with this Revocable License in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes (2025), and any resultant award of attorney's fees of non-compliance with that law.

33. **Preparation of Revocable License.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Revocable License has been their joint effort.

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

35. **Governing Law.** This Revocable License shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Revocable License and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida. To that end, LICENSEE expressly waives whatever other privilege to venue it may otherwise have.

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

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

38. **E-Verify.** As a condition precedent to the effectiveness of this Revocable License, pursuant to Section 448.095, Florida Statutes (2025), as may be amended or revised, the LICENSEE and its contractors and subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

38.1 The LICENSEE shall require each of its contractors and subcontractors, if any, to provide the LICENSEE with an affidavit stating that the contractor and subcontractor do not employ, contract with, or subcontract with an unauthorized alien. The LICENSEE shall maintain a copy of the contractor’s and subcontractor’s affidavit for the duration of this Revocable License and in accordance with the public records requirements of this Revocable License.

38.2 The CITY, the LICENSEE, the contractor, or any subcontractor who has a good faith belief that a Person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2025), as may be amended or revised, shall terminate the contract with the Person or entity.

38.3 The CITY, upon good faith belief that the LICENSEE, a contractor, or any subcontractor knowingly violated the provisions of Subsection 448.095(5), Florida Statutes (2025), as may be amended or revised, but that the LICENSEE otherwise complied with Subsection 448.095(5), Florida Statutes (2025), as may be amended or revised, shall promptly notify LICENSEE and order LICENSEE to immediately terminate the contract with the contractor or subcontractor, and the LICENSEE shall comply with such order.

38.4 A contract terminated under Subparagraph 448.095(5)(c)1. or 2., Florida Statutes (2025), as may be amended or revised, is not a breach of contract and may not be considered as such. If the CITY terminates this contract under Paragraph 448.095(5)(c), Florida Statutes (2025), as may be amended or revised, the LICENSEE may not be awarded a public contract for at least one year after the date on which the contract was terminated. The LICENSEE is liable for any additional costs incurred by the CITY as a result of termination of this Revocable License.

38.5 LICENSEE shall include in each of its contracts or subcontracts, if any, the requirements set forth in this Section 38, including this subparagraph, requiring any and all contractors and subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2025), as may be amended or revised, to include all of the requirements of this Section 38 in their contracts and subcontracts. LICENSEE shall be responsible for compliance by any

and all contractors and subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2025), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2025), as may be amended or revised.

39. **Anti-Human Trafficking.** As a condition precedent to the effectiveness of this Revocable License, the LICENSEE shall provide the CITY with an affidavit signed by an officer or a representative of the LICENSEE under penalty of perjury attesting that the LICENSEE does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2025), as may be amended or revised.

40. **Recording.** This Revocable License shall be conditioned upon recordation of the Revocable License in the Public Records of Broward County, Florida. LICENSEE shall record at its own expense the Revocable License, including all Exhibits thereto in the Public Records of Broward County, Florida. LICENSEE shall provide within seven (7) days of recording a copy of the fully executed recorded Revocable License to the City Clerk's Office of the City of Fort Lauderdale and the Contract Administrator, and E-mail a recorded copy to dengineeringadmin@fortlauderdale.gov.

41. **Scrutinized Companies or Other Entities:** The LICENSEE certifies that it is not participating in a boycott of Israel. The CITY may terminate this Agreement at the CITY's option if the LICENSEE is found to have been placed on the scrutinized Companies or Other Entities that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2025), as may be amended or revised, or is engaged in a boycott of Israel. If the LICENSEE is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2025), as may be amended or revised, the LICENSEE may be subject to such penalties as provided in Section 287.135, Florida Statutes (2025), as may be amended or revised.

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

WITNESSES:

CITY OF FORT LAUDERDALE

[Signature]
Scott Wyman
[Witness type or print name]

By: [Signature]
Dean J. Trantalis, Mayor

[Signature]
SHARON CORYELL
[Witness type or print name]

By: [Signature]
Rickelle Williams, City Manager

(CORPORATE)



ATTEST: [Signature]
David Soloman, City Clerk

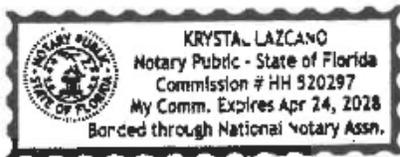
Approved as to form and correctness:

[Signature]
Gabrielle Bush
Assistant City Attorney

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 10 day of December, 2025, by **Dean J. Trantalis** as Mayor for the City of Fort Lauderdale, a municipal corporation of Florida.

[SEAL]



[Signature]
Signature of Notary Public – State of Florida

Krystal Lazcano
Print, Type or Stamp Commissioned Name of Notary Public

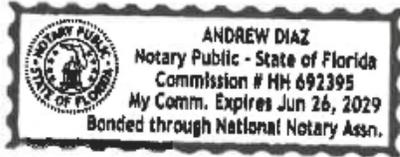
Personally Known OR Produced Identification

Type of Identification Produced _____

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization this 9th day of December, 2025, by **Rickelle Williams** as City Manager for the City of Fort Lauderdale, a municipal corporation of Florida.

[SEAL]



Andrew Diaz
Signature of Notary Public - State of Florida

Andrew Diaz
Print, Type or Stamp Commissioned Name of Notary Public

Personally Known OR Produced Identification
Type of Identification Produced _____

LICENSEE

WITNESSES:

RD 3B, LLC, a Florida limited liability company

[Signature]
Witness Signature
Print Name: John Porco

By: [Signature]
Jessica Melendez, Authorized Representative

Address: 2850 Tigertail Ave,
Miami, FL, 33133

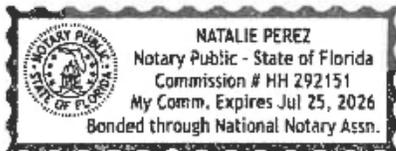
[Signature]
Witness Signature
Print Name: TIMOTHY ZEITOUN
Address: 2850 TIGERTAIL AVE
MIAMI, FL 33133

[CORPORATE SEAL]

STATE OF Florida
COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 3 day of December 2025, by Jessica Melendez Authorized Representative for RD 3B, LLC, a Florida limited liability company.

[SEAL]



[Signature]
Signature of Notary Public – State of Florida
Natalie Perez
Print, Type or Stamp Commissioned Name of Notary Public

Personally Known OR Produced Identification
Type of Identification Produced _____

Exhibit "A"

The Property

[see attached survey]

Revocable License

Licensee: **RD 3B, LLC**, a Florida limited liability company

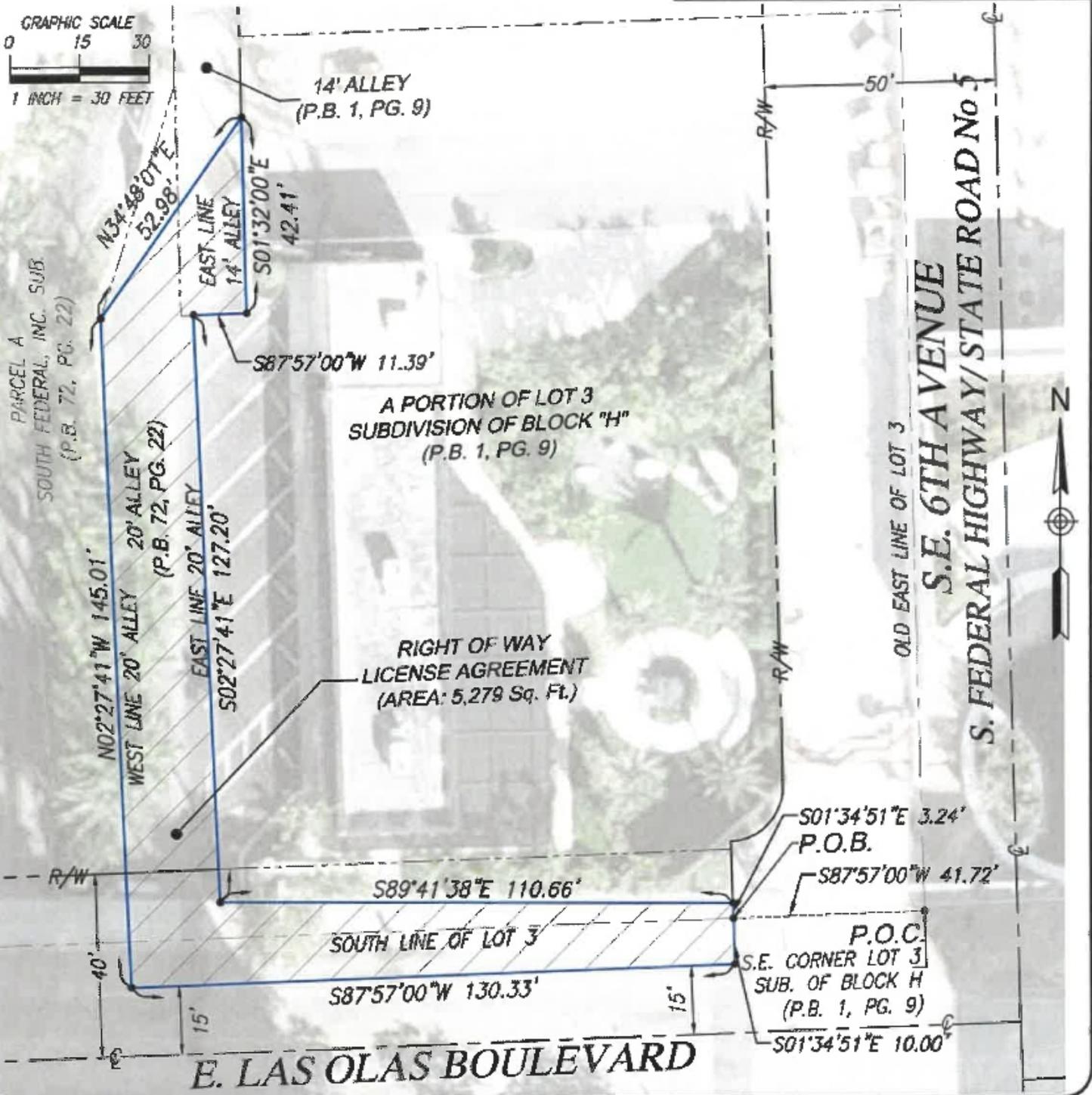
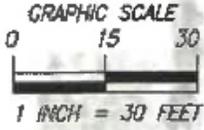
Exhibit "B"

License Areas

[see attached sketch and legal description]

**RIGHT-OF-WAY
LICENSE AGREEMENT (R.L.A.)
SKETCH TO ACCOMPANY
LEGAL DESCRIPTION**

M D O.K.



J. Hernandez & Associates Inc
LAND SURVEYORS AND MAPPERS
 CERTIFICATE OF AUTHORIZATION No. LB8092
 3300 NW 112th AVE. SUITE 10, DORAL, FL 33172
 (P) 305-526-0606 (E) info@jhasurveys.com

SURVEYOR'S CERTIFICATE

PREPARED UNDER MY SUPERVISION AND DIRECTION:

BY: *[Signature]*

JOSE G. HERNANDEZ, PRESIDENT
 PROFESSIONAL LAND SURVEYOR No. 10,000

STATE OF FLORIDA
 Exhibit 5

Digitally signed by Jose Hernandez
 DN: cn=J.G. Hernandez, o=J.G. Hernandez & Associates Inc, ou=J.G. Hernandez, email=jose.hernandez@jhasurveys.com, c=US, st=Florida, #D=1

DRAWN BY: J.A.C. DATE: 10/10/25	CHECKED BY: J.G.H. SHEET 2 OF 4 SHEETS	JOB NUM.: 155414 F.B. N/A, PG. N/A
------------------------------------	---	---------------------------------------

**RIGHT-OF-WAY
LICENSE AGREEMENT (R.L.A.)
LEGAL DESCRIPTION
TO ACCOMPANY SKETCH**

M D O K.

A PORTION OF EAST LAS OLAS BOULEVARD (ALSO KNOWN AS NORTH SECOND STREET) AS SHOWN ON THE PLAT OF SUBDIVISION OF BLOCK "H", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 9 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

TOGETHER WITH:

A PORTION OF 20 FOOT ALLEY AS SHOWN ON THE PLAT OF SOUTH FEDERAL, INC. SUB, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 72, PAGE 22 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

TOGETHER WITH:

A PORTION OF 14 FOOT ALLEY AS SHOWN ON THE PLAT OF SUBDIVISION OF BLOCK "H", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 9 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 3 AS SHOWN ON SAID PLAT OF SUBDIVISION OF BLOCK "H"; THENCE, SOUTH 87 DEGREES 57 MINUTES 00 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 3, FOR A DISTANCE OF 41.72 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING PARCEL OF LAND; THENCE, SOUTH 01 DEGREES 34 MINUTES 51 SECONDS EAST FOR A DISTANCE OF 10.00 FEET; THENCE, SOUTH 87 DEGREES 57 MINUTES 00 SECONDS WEST, ALONG A LINE PARALLEL WITH AND 15.00 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE CENTERLINE OF SAID EAST LAS OLAS BOULEVARD, FOR A DISTANCE OF 130.33 FEET; THENCE, NORTH 02 DEGREES 27 MINUTES 41 SECONDS WEST, ALONG THE WEST LINE OF SAID 20 FOOT ALLEY, FOR A DISTANCE OF 145.01 FEET; THENCE, NORTH 34 DEGREES 48 MINUTES 01 SECONDS EAST FOR A DISTANCE OF 52.98 FEET; THENCE, SOUTH 01 DEGREES 32 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 42.41 FEET; THENCE, SOUTH 87 DEGREES 57 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 11.39 FEET (THE LAST TWO COURSES BEING COINCIDENT WITH THE EAST LINE OF SAID 14 FOOT ALLEY) ; THENCE, SOUTH 02 DEGREES 27 MINUTES 41 SECONDS EAST, ALONG THE EAST LINE OF SAID 20 FOOT ALLEY, FOR A DISTANCE OF 127.20 FEET;



J.Hernandez & Associates Inc
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION No. LB8092
3300 NW 112th AVE, SUITE 10, DORAL, FL 33172
(P) 305-526-0606 (E) info@jhasurveys.com

SURVEYOR'S CERTIFICATE

PREPARED UNDER MY SUPERVISION AND DIRECTION, signed by jose hernandez
EIN: c-18, s-110113, h-Doral
cert#LB8092-00121213041319201
or J.HERNANDEZ AND ASSOCIATES,
INC., c-jose hernandez,
email: J.HERNANDEZ@JHASURVEYS.COM

BY: *[Signature]*
JOSE G. HERNANDEZ, PRESIDENT
PROFESSIONAL LAND SURVEYOR No. 8753

STATE OF FLORIDA
EXPIRES: 12/31/17-04/01/2018

DRAWN BY: J.A.C.	CHECKED BY: J.G.H.	JOB NUM.: 155414
DATE: 10/10/25	SHEET 3 OF 4 SHEETS	F.B. N/A, PG. N/A

**RIGHT-OF-WAY
LICENSE AGREEMENT (R.L.A.)
LEGAL DESCRIPTION
TO ACCOMPANY SKETCH**

M D O K.

THENCE SOUTH 89 DEGREES 41 MINUTES 38 SECONDS EAST A DISTANCE OF 110.66 FEET; THENCE, SOUTH 01 DEGREES 34 MINUTES 51 SECONDS EAST FOR A DISTANCE OF 3.24 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 5,279 SQUARE FEET MORE OR LESS.

LYING AND BEING IN SECTION 10, TOWNSHIP 50 SOUTH, RANGE 42 EAST, CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA.

LEGEND

- DENOTES RIGHT OF WAY LICENSE AGREEMENT
- @ — DENOTES CENTER LINE
- R/W — DENOTES RIGHT-OF-WAY LINE
- P.B. DENOTES PLAT BOOK
- PG. DENOTES PAGE
- SQ.FT. DENOTES SQUARE FEET

 <p>J. Hernandez & Associates Inc LAND SURVEYORS AND MAPPERS CERTIFICATE OF AUTHORIZATION No. LB8092 3300 NW 112th AVE. SUITE 10, DORAL, FL 33172 (P) 305-526-0606 (E) info@jhasurveys.com</p>	<p>SURVEYOR'S CERTIFICATE</p> <p>PREPARED UNDER MY SUPERVISION AND DIRECTION:</p> <p>BY: </p> <p>JOSE G. HERNANDEZ, PRESIDENT PROFESSIONAL LAND SURVEYOR NO. 155414</p>
<p>LAND SURVEYORS</p>	<p>Digitally signed by Jose Hernandez DN: c=US, ou=Florida, o=Design Serial Number=417139243041392431, ou=REGISTERED LAND ASSOCIATES, INC., cn=JOSE HERNANDEZ, email=jhernandez@jhasurveys.com Date: 2025.10.10 16:17:05 -0400</p>
<p>DRAWN BY: J.A.C. CHECKED BY: J.G.H. JOB NUM.: 155414 DATE: 10/10/25 SHEET 4 OF 4 SHEETS F.B. N/A, PG. N/A</p>	<p>STATE OF FLORIDA Exhibit 5</p>

Exhibit "C"

Detour Plans

[see attached MOT plan]

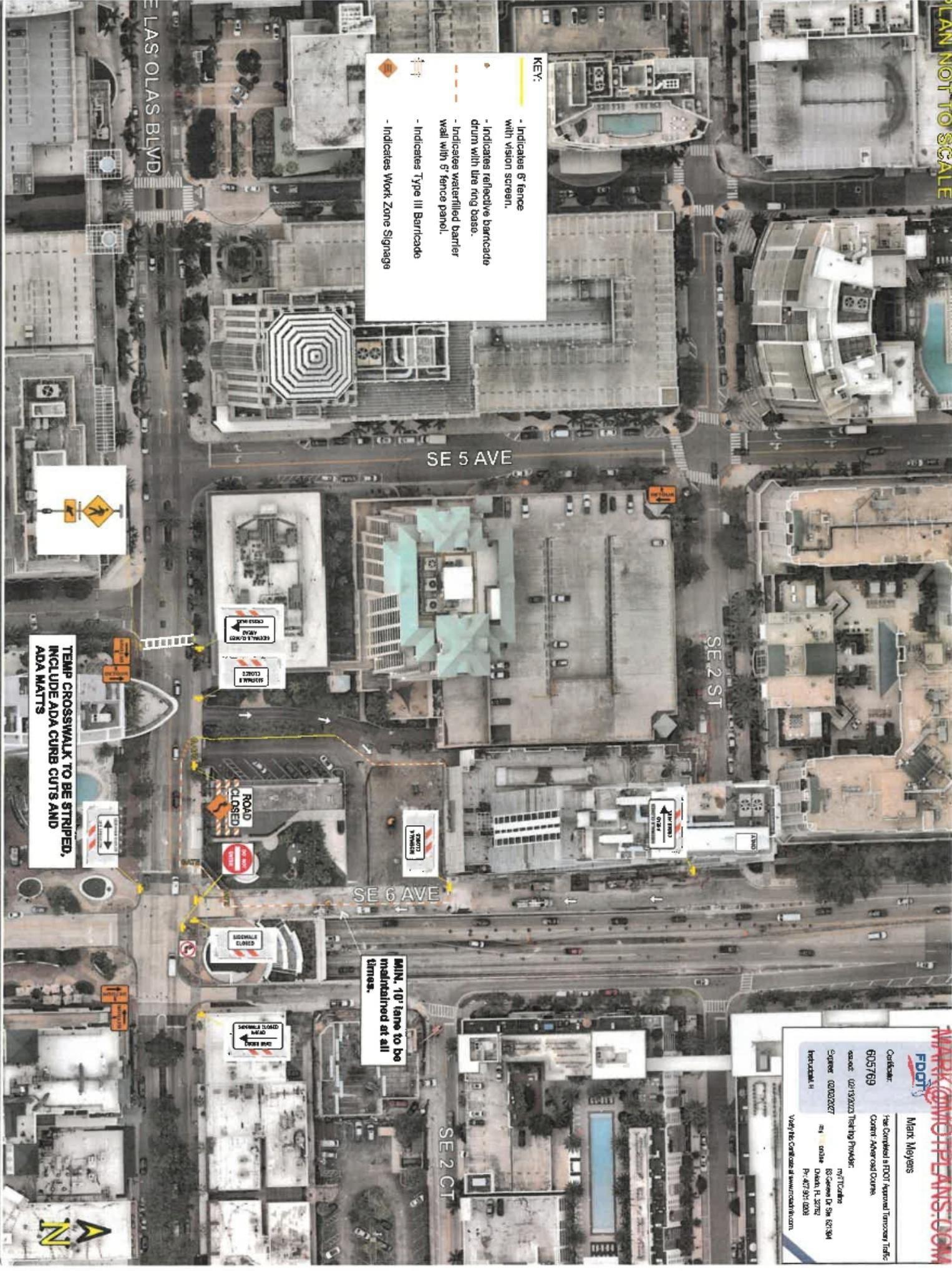
Revocable License

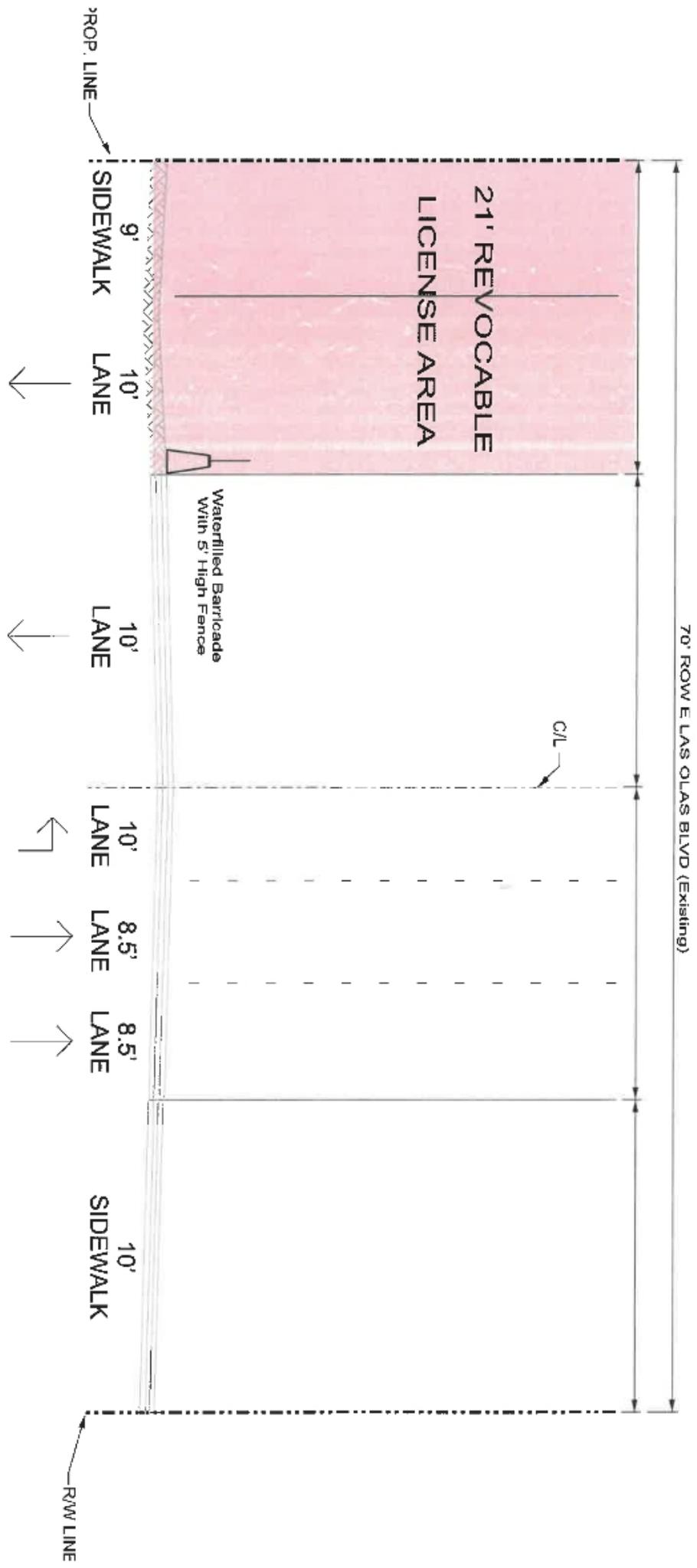
Licensee: **RD 3B, LLC**, a Florida limited liability company

MARK MOYERS
 Man. Moyers
 The Certified a DOT Approved Temporary Traffic Control Advanced Course
 605.769
 source: (201) 923.2231 Training Provider:
 myTraffic.com
 88 Queens Dr. Ste. 627-304
 Danah, N. Jersey
 P.O. 407, 901, 08033
 Visit the Certifiers at www.moccertification.com

KEY:

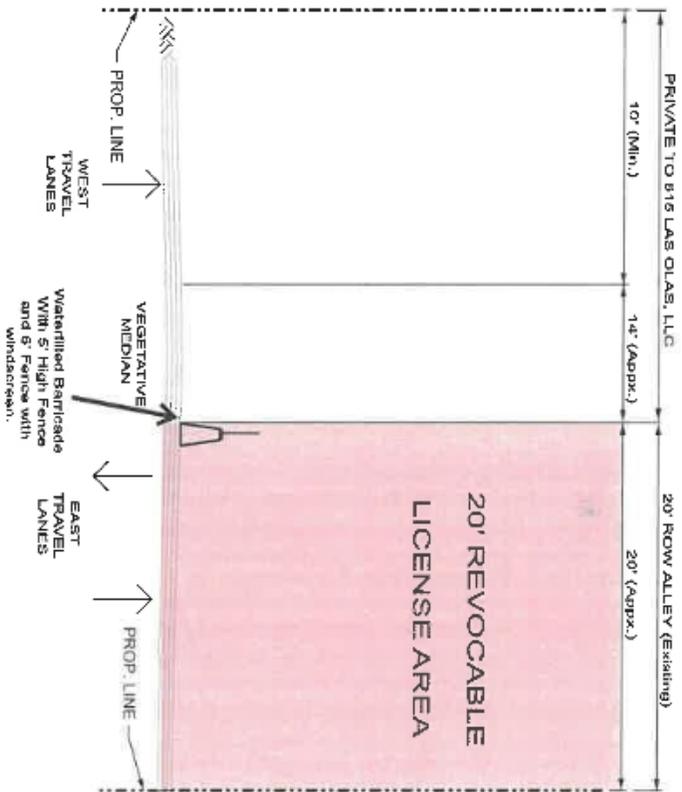
- Indicates 6' fence with vision screen.
- Indicates reflective barricade drum with the ring base.
- Indicates waterfilled barrier wall with 6' fence panel.
- Indicates Type III Barricade
- Indicates Work Zone Signage





E LAS OLAS BLVD (Looking EAST)

SOUTH SECTION



ALLEY (Looking NORTH)