

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

Document reviewed by:  
Maya A. Moore  
Assistant County Attorney  
115 S. Andrews Avenue, Room 423  
Fort Lauderdale, FL 33301

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

### **REVOCABLE LICENSE AGREEMENT**

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

#### **RECITALS**

A. Licensee is the owner of property described in the attached Exhibit A ("Burdened Property").

B. The portion of right-of-way on South Andrews Avenue that is adjacent to the Burdened Property (the "Revocable License Area"), and shown on the attached Exhibit B, is functionally classified as a County road and under its control.

C. Licensee seeks and County is amenable to Licensee's nonexclusive access and use of the Revocable License Area.

D. Municipality, through formal action of its governing body taken on the \_\_\_\_ day of \_\_\_\_\_, 2019, has accepted responsibility for the ongoing maintenance and repair of the Revocable License Area under the terms of this Agreement, should Licensee fail to comply with this Agreement after opportunity to cure.

E. Municipality has authorized the appropriate municipal officers to execute this Agreement.

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

1. **TERM.** The term of this Agreement shall commence upon the Effective Date and shall continue until this Agreement is terminated as provided for in Paragraph 10 below.
  
2. **USE OF REVOCABLE LICENSE AREA.** County hereby grants to Licensee a revocable license for nonexclusive access and use of the Revocable License Area only for the purpose designated below (the "Improvements"), and for the use described in the attached Exhibit C (the "Licensed Use") including ongoing maintenance and repair of the Improvements. The Improvements must meet County's Minimum Standards Applicable to Public Right-of-Way Under Broward County Jurisdiction. Other than for the purposes identified in this Agreement, Licensee must not use the Revocable License Area for any other purpose whatsoever without written amendment of this Agreement executed with the same formalities as this Agreement. Licensee must also not permit the Revocable License Area to be used in any manner that will violate the terms of this Agreement or any laws, administrative rules, or regulations of any applicable governmental entity or agency.

**PLEASE CHECK THE APPROPRIATE BOX BELOW**

- Overflow parking in excess of the minimum of off-street parking required by Chapter 39, Broward County Code of Ordinances, or the applicable municipal minimum of off-street parking requirements.
  
- A sign that is permitted under applicable municipal/unincorporated sign ordinances and laws.
  
- Additional landscaping and irrigation in excess of that required by Chapter 39, Broward County Code of Ordinances, or applicable municipal minimum landscaping requirements or as a condition of any special exception or variance.
  
- Other (explain): pedestrian level light poles, decorative pavers, and decorative tree grates.  
\_\_\_\_\_

2.1 Licensee shall submit plans and specifications for the installation of the Improvements to the Broward County Highway Construction and Engineering Division (the "HCED") at least thirty (30) days before installation, and must not install the Improvements until a permit is issued by the HCED. Licensee shall ensure that the landscaping plans incorporate a minimum of fifty percent (50%) native species by plant types (e.g., canopy tree, palm tree, and shrub). Licensee shall also ensure that the ongoing maintenance of the Improvements is in accordance with the Broward County Highway Construction and Engineering Division Revocable License Agreement Minimum Maintenance Performance Requirements described in Exhibit

C, and in compliance with the Broward County Naturescape program and Florida-Friendly Landscaping principles.

2.2 Within five (5) days after installation of all the Improvements, Licensee shall notify the Director of the HCED ("Director") that the Improvements are installed. The Director may, in his or her sole discretion, require Licensee to reinstall or remove any or all of the Improvements if the Improvements fail to comply with this Agreement or the approved plans and specifications.

2.3 County, its agents, or authorized employees, shall continue to have unimpeded and unrestricted access to the Revocable License Area at all times for all purposes including to examine and determine if Licensee is properly using and maintaining the Revocable License Area under the terms and conditions of this Agreement.

2.4 Any alteration of the Improvements by Licensee shall require the prior submittal of plans and specifications, a permit issued by the HCED consistent with the requirements under Paragraphs 2.1 and 2.2, above, and the subsequent acceptance of the alteration(s) by the Director.

2.5 Licensee shall keep the Revocable License Area clean, sanitary, and free from trash and debris until termination of the Licensed Use. Licensee specifically agrees to install, maintain, and repair the Improvements in strict accordance with the approved plans and specifications and in a manner that will not pose a hazard to persons or vehicles on any adjacent property. If Licensee fails to perform or comply with the requirements of this paragraph, Licensee will have thirty (30) days after receipt of written notice from Director identifying the deficiencies to return the Revocable License Area to a condition acceptable to the County as determined in the sole discretion of the Director ("Cure Conditions").

2.6 If Licensee fails to perform or comply with the Cure Conditions, and upon Licensee's and Municipality's receipt of written notice from the Director of the same, Municipality will immediately be responsible for, and assume Licensee's responsibilities and obligations for, the ongoing maintenance, repair, and replacement of the Improvements. Municipality, at its sole cost, will then have thirty (30) days to return the Revocable License Area to a condition acceptable to the County as determined in the sole discretion of the Director.

2.7 The obligations of Licensee as set forth in this Agreement may be performed by Licensee or Municipality through its employees, or Licensee or Municipality may enter into a contract with a third party to perform the services. If Licensee or Municipality contracts with a third party, each shall remain fully responsible hereunder and shall ensure that the third party complies at all times with each and every term, condition, duty, and obligation set forth in this Agreement.

3. COMPENSATION. No payment to County shall be made by Licensee for the privileges granted in this Agreement.

4. ASSIGNMENT. Licensee shall provide Director with written notice, at least fifteen (15) days before the effective date, of any assignment, transfer, or encumbrance of any rights or interests in the Burdened Property. In such notice, Licensee shall identify the recipient and describe the nature of all rights or interests to be assigned, transferred, or encumbered. Director will then have fifteen (15) days after the effective date to object in writing to such assignment, transfer, or encumbrance, otherwise the objection(s) will be deemed waived.

5. DAMAGE TO REVOCABLE LICENSE AREA. Licensee must not by its access or use cause damage to the Revocable License Area. The Parties agree that all Improvements and personal property placed by Licensee upon the Revocable License Area will remain the property of Licensee, and will be placed upon the Revocable License Area at the sole risk of Licensee. Licensee shall give County, or its agent, prompt written notice of any occurrence, incident, or accident occurring on the Revocable License Area.

6. INDEMNIFICATION OF COUNTY. Licensee shall at all times indemnify, hold harmless, and defend County and all of County's current and former 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 Licensee, its current or former officers, employees, agents, servants or assigns, arising from relating to, or in connection with this Agreement. If any claim is brought against Indemnified Party, Licensee shall upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County, or, at County Attorney's option, pay for an attorney selected by County Attorney to defend Indemnified Party. The obligations of this section shall survive the termination of this Agreement.

6.1 If Licensee or Municipality contracts with a third party to perform any of the obligations under this Agreement, any contract with such third party shall include the following provisions:

6.1.1 Indemnification. Third party shall indemnify and hold harmless County, and all of County's current and former 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 third party, its current or former officers, employees, agents, servants or assigns, arising from relating to, or in connection with this Agreement. If any claim is brought

against Indemnified Party, the third party shall upon written notice from County, at its own expense, defend each Indemnified Party against each such Claim by counsel satisfactory to County, or, at County Attorney's option, pay for an attorney selected by County Attorney to defend Indemnified Party.

6.2 County and Municipality are entities subject to Section 768.28, Florida Statutes, as same may be amended from time to time, and subject to the statutory limitations set forth in Section 768.28, Florida Statutes, agree to be responsible for the negligent or wrongful acts or omissions of their respective employees or officers acting within the scope of their office or employment arising from, relating to, or in connection with 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 in this Agreement shall be construed as consent by County or Municipality to be sued by third parties in any matter arising out of this Agreement or any other contract

6.3 The provisions of paragraph 6 shall survive the expiration or earlier termination of this Agreement.

## 7. INSURANCE.

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

7.2 Licensee or Licensee's agents shall ensure that "Broward County" is listed and endorsed as an additional insured as stated in Exhibit D on all policies required under this article.

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

7.4 Licensee shall ensure that all insurance coverages required by this article remain in full force and effect for the duration of this Agreement and until all performance required by Licensee has been completed, as determined by Director. Licensee or its insurer shall provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s). Licensee shall ensure that there is no lapse in coverage at any time

during the time period for which coverage is required by this article.

7.5 Licensee shall ensure that all required insurance policies are issued by insurers: (1) assigned an A.M. Best rating of at least "A" with a Financial Size Category of at least Class VII; (2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to Section 626.917 or 626.918, Florida Statutes, with approval by County's Risk Management Division.

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

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

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

7.9 Licensee shall require that each subcontractor maintains coverage that adequately covers the services provided by that subcontractor on substantially the same insurance terms and conditions required of Licensee under this article. Licensee shall ensure that all such subcontractors comply with these requirements and that "Broward County" is named as an additional insured under the subcontractors' applicable insurance policies.

7.10 Licensee shall not permit any subcontractor to provide services under this Agreement unless and until the requirements of this article are satisfied. If requested by County, Licensee shall provide, within five (5) business days, evidence of subcontractor's compliance with this section.

7.11 If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date; (2) the required coverage must be maintained after termination or expiration of the

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

8. MAINTENANCE, REPAIRS, AND OTHER OBLIGATIONS. Licensee shall be solely responsible for all costs associated with the Licensed Use, including maintenance and repair, utility relocations, and costs for repairing any damage to the Revocable License Area or its adjacent right-of-way until termination.

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

10. TERMINATION. This Agreement is merely a right to access and use, and grants no estate in the Revocable License Area. This Agreement may be terminated by County, through the Broward County Board of County Commissioners (the "Board"), with or without cause and at any time during the term hereof, upon thirty (30) days' written notice to Licensee and Municipality.

11. SURRENDER UPON TERMINATION. Licensee shall peaceably surrender its use of and deliver the Revocable License Area to County, or its agents, immediately upon termination of this Agreement.

Upon surrender, Licensee shall remove from the Revocable License Area, at Licensee's own expense, the Improvements placed upon it unless County, in writing, authorizes Licensee to leave the Improvements on the Revocable License Area. County shall have no obligation to move, reinstall, replace, or in any way compensate Licensee for any loss resulting from or arising out of the termination of this Agreement, the requirement to remove the Improvements, or the removal of the same by County upon failure of Licensee to restore the Revocable License Area. Following removal of the Improvements, Licensee agrees to restore the Revocable License Area to its original condition, or a condition acceptable to the County as determined in the sole discretion of the Director. Licensee shall repair or pay for any damage to County property resulting from the removal of the Improvements.

12. WAIVER. Failure of County to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right contained in this Agreement, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition, or right; but the same shall remain in full force and effect. None of the conditions, covenants, or provisions of this Agreement shall be waived or modified by the Parties unless done so in writing as provided for in Paragraph 19 below.

13. NOTICES. In order for a notice to a party to be effective under this Agreement, notice must be in writing, and sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail to the addresses listed

below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The manner in which and persons to whom notice may be provided will remain the same unless and until changed in writing in accordance with this paragraph. The Parties respectively designate the following persons for receipt and issuance of notice:

For County:

Director, Broward County Highway Construction and Engineering Division  
1 North University Drive, Suite B300  
Plantation, FL 33324-2038  
Email: [rtornese@broward.org](mailto:rtornese@broward.org)

For Licensee:

Elevate One River LLC  
c/o Tom Vogel, Authorized Member  
305 South Andrews Avenue, Suite 126  
Fort Lauderdale, FL 33301  
Email: [TVogel@LV8Partners.com](mailto:TVogel@LV8Partners.com)

For Municipality:

Chris Lagerbloom, City Manager  
100 North Andrews  
Fort Lauderdale, FL 33301  
Email: [CLagerbloom@FortLauderdale.gov](mailto:CLagerbloom@FortLauderdale.gov)

14. ENTIRE AGREEMENT. This Agreement embodies the entire agreement between the Parties. It may not be modified or terminated except as provided in this Agreement. If any provision is invalid, it will be considered deleted from this Agreement, and such deletion will not invalidate the remaining provisions.

15. COMPLIANCE WITH LAWS. Licensee shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations related to the use of the Revocable License Area.

16. 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, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE**



**LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

17. COVENANTS RUNNING WITH THE LAND AND RECORDATION OF AGREEMENT. Licensee's obligations under this Agreement shall be a covenant upon the Burdened Property and shall run with the Burdened Property to all succeeding owners. This covenant shall be subject to specific performance in addition to any and all other remedies available to County. This Agreement shall be recorded in the Official Records of Broward County, Florida, at Licensee's expense within ten (10) days of the Effective Date. Upon termination of this Agreement, a document of equal dignity to this document acknowledging such termination shall be executed and recorded by County.

18. FURTHER ASSURANCES. The Parties hereby agree to execute, acknowledge, and deliver and cause to be done, executed, acknowledged, and delivered all further assurances and to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.

19. AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and the Parties or others delegated authority or otherwise authorized to execute same on their behalf.

[THE REMAINDER OF THIS SECTION IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have made and executed this Revocable License Agreement: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and Elevate One River LLC ("Licensee"), signing by and through its Authorized Member, duly authorized to execute same; and City of Fort Lauderdale, signing by and through its \_\_\_\_\_, 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 County Commissioners

By \_\_\_\_\_  
Mayor  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Insurance requirements  
approved by Broward County  
Risk Management Division

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

By \_\_\_\_\_  
Signature (Date)

By \_\_\_\_\_  
Maya A. Moore (Date)  
Assistant County Attorney

\_\_\_\_\_  
Print Name and Title above

\_\_\_\_\_  
Michael J. Kerr (Date)  
Deputy County Attorney

REVOCABLE LICENSE AGREEMENT BETWEEN BROWARD COUNTY, ELEVATE ONE RIVER LLC, AND CITY OF FORT LAUDERDALE FOR NON-EXCLUSIVE ACCESS AND USE OF A PORTION OF COUNTY RIGHT-OF-WAY.

LICENSEE

ATTEST:

Elevate One River LLC

\_\_\_\_\_  
Secretary

By \_\_\_\_\_

\_\_\_\_\_  
(Print/Type Name)

Thomas A. Vogel, Authorized Member  
(Print/Type Name and Title)

(Corporate Seal)

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

OR

WITNESSES:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print/Type Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print/Type Name

STATE OF                    )  
                                  ) SS  
COUNTY OF                )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_

corporation/partnership, on behalf of the corporation/partnership. He or she is:

- personally known to me, or
- produced identification. Type of identification produced \_\_\_\_\_.

(Seal)

NOTARY PUBLIC:

My commission expires:

\_\_\_\_\_  
Print name:

REVOCABLE LICENSE AGREEMENT BETWEEN BROWARD COUNTY, ELEVATE ONE RIVER, LLC AND CITY OF FORT LAUDERDALE FOR NON-EXCLUSIVE ACCESS AND USE OF A PORTION OF COUNTY RIGHT-OF-WAY.

MUNICIPALITY

CITY OF FORT LAUDERDALE

ATTEST

By \_\_\_\_\_  
Dean J. Trantalis, Mayor

\_\_\_\_\_  
Jeffrey A. Modarelli, City Clerk

\_\_\_\_\_ day of \_\_\_\_\_, 2019

(CORPORATE SEAL)

By \_\_\_\_\_  
Christopher J. Lagerbloom, City Manager

\_\_\_\_\_ day of \_\_\_\_\_, 2019

APPROVED AS TO FORM:  
Alain E. Boileau, City Attorney

\_\_\_\_\_  
Robert B. Dunckel, Assistant City Attorney

# **Exhibit "A"**

## **Legal Description of Burdened Property:**

Lots 14, 15, 16, 17 and 18, Block 26, TOWN OF FORT LAUDERDALE, according to the plat thereof, as recorded in Plat Book "B", Page 40, of the public records of Dade County, Florida, less the East 15.00 feet thereof and also less the North 5.00 feet thereof.

TOGETHER WITH:

Lots 1, 2 and 3, DADE COUNTY BANK SUBDIVISION OF LOT 13, BLOCK 26, TOWN OF FORT LAUDERDALE, according to the plat thereof, as recorded in Plat Book 3, Page 114 of the public records of Dade County, Florida.

ALSO TOGETHER WITH:

The East one-half of that certain 14.00 foot alley lying west of and adjacent to said Lots 1, 2, 15, 16, 17 and 18.

## **Legal Description of Licensed Property:**

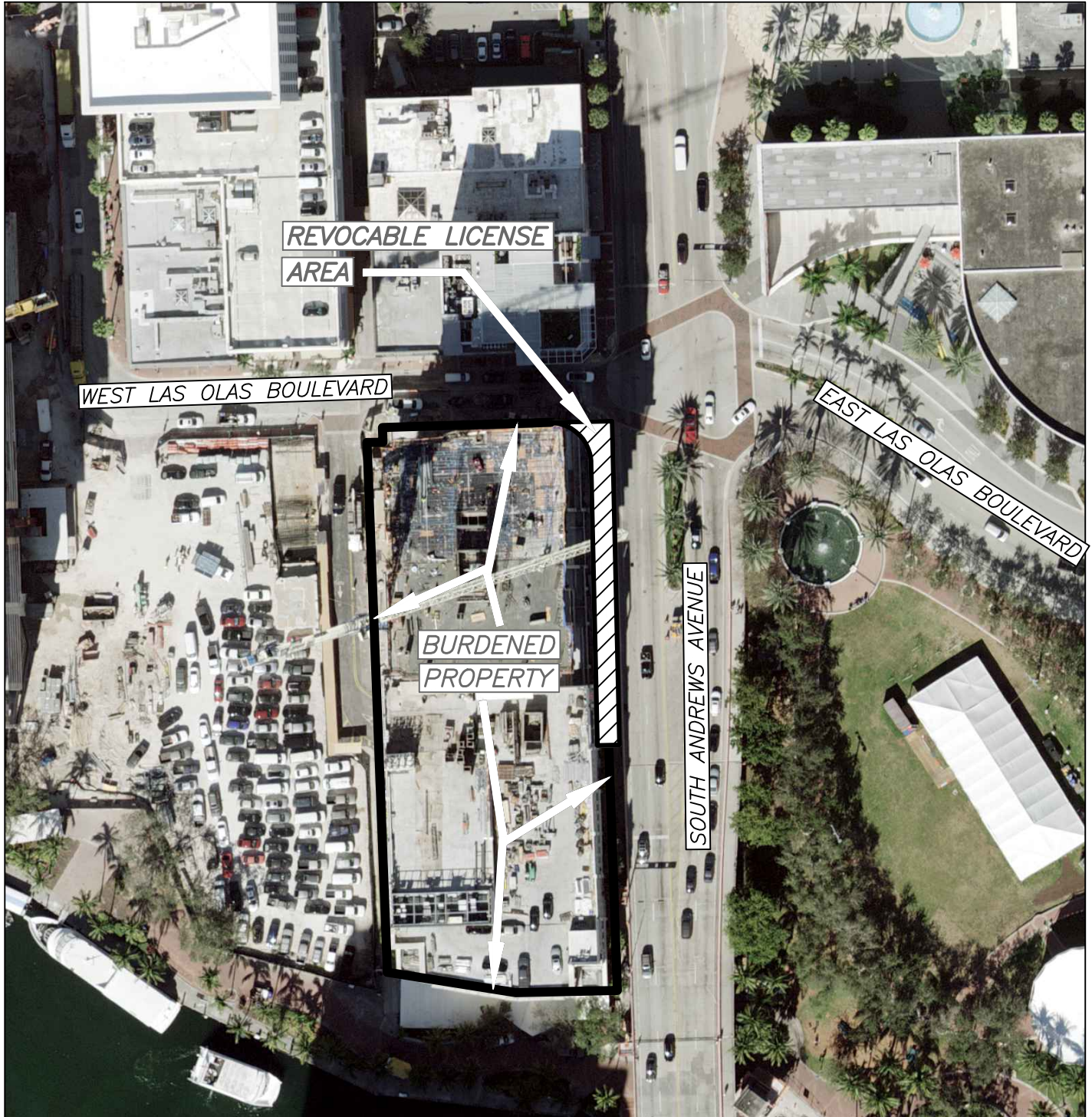
The West 17.00 feet of the East 24.00 feet of Lots 15, 16, 17 and 18; and the external portion of a 25.00 foot radius that is tangent on the East to a line 24.00 feet West of and parallel with the East line of said Lot 18 and tangent on the North to a line 5.00 feet South of and parallel with the North line of said Lot 18, all in Block 26, TOWN OF FORT LAUDERDALE, according to the plat thereof, as recorded in Plat Book "B", Page 40 of the public records of Dade County, Florida.

# LOCATION MAP

Revocable License Agreement between Broward County, Elevate One River LLC, and City of Fort Lauderdale for the installation of landscaping and irrigation, pedestrian level light poles, decorative pavers and decorative tree grates within Broward County right-of-way along the west side of South Andrews Avenue from approximately 195 feet south of West Las Olas Boulevard to West Las Olas Boulevard in the City of Fort Lauderdale.



## EXHIBIT "B"



Scale: Not To Scale	Drawn by: JAT	Date: 8-15-19	Checked by: FJG	Date: 8-15-19
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File Location:  
E:\RW\Location Maps\AGREEMENTS\RLA-2019-05.dwg



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

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

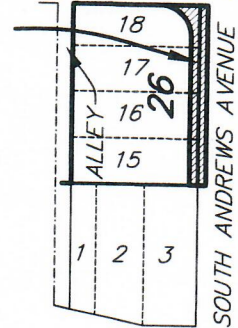
SCALE 1" = 50'

**EXHIBIT "B"**

**SKETCH AND DESCRIPTION**  
**SPECIAL IMPROVEMENT AREA**  
**4 WEST LAS OLAS**

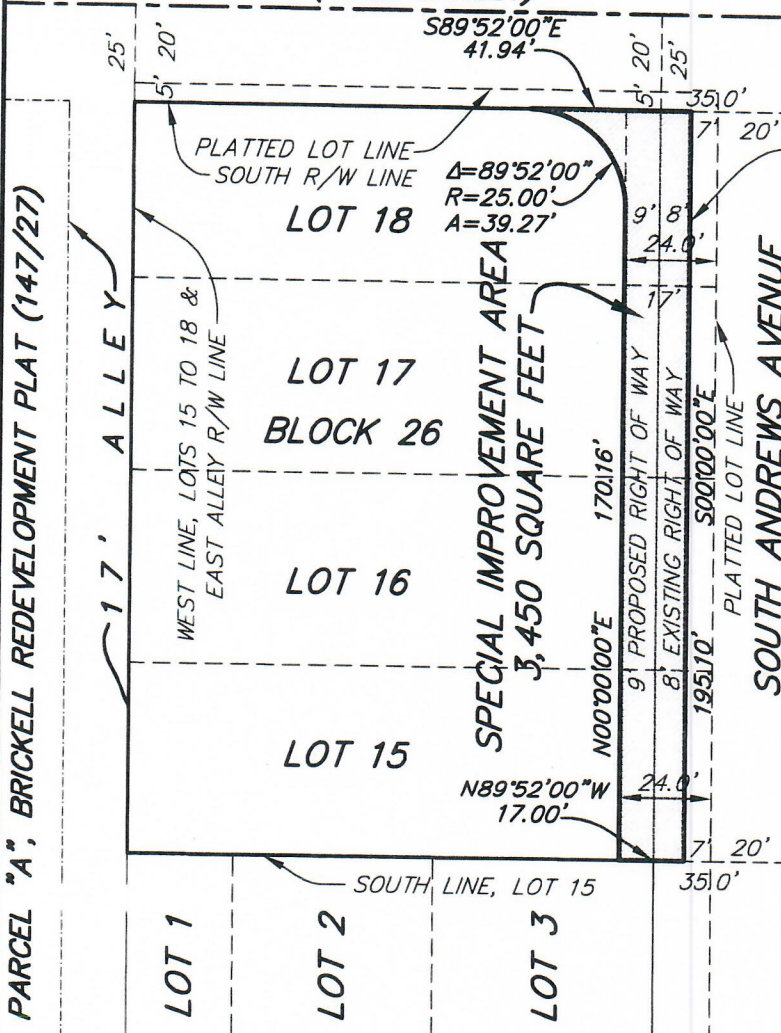
THIS  
 SKETCH

W. LAS OLAS BLVD.



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

W. LAS OLAS BOULEVARD  
 (WALL STREET)



LEGAL DESCRIPTION:

The West 17.00 feet of the East 24.00 feet of Lots 15, 16, 17 and 18; AND the external portion of a 25.00 foot radius, that is tangent on the East to a line 24.00 feet West of and parallel with the East line of said Lot 18 and tangent on the North to a line 5.00 feet South of and parallel with the North line of said Lot 18, All in Block 26, TOWN OF FORT LAUDERDALE, according to the plat thereof, as recorded in Plat Book "B", Page 40, of the public records of Dade County, Florida.

Said lands situate, lying and being in the City of Fort Lauderdale, Broward County, Florida and containing 3,450 square feet or 0.0792 acres more or less.

**CERTIFICATION**

Certified Correct. Dated at Fort Lauderdale, Florida this 3rd day of October, 2018.

McLAUGHLIN ENGINEERING COMPANY

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

NOTES:

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

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

DRAWN BY: JMMjr \_\_\_\_\_

JOB ORDER NO. V-3789 \_\_\_\_\_

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

REF. DWG.: 00-3-114

C: \JMMjr\2018\V3789 (SPECIAL IMP. AREA)

# EXHIBIT “C”

Revocable License Agreement between Broward County, Elevate One River LLC, and City of Fort Lauderdale for the installation of landscaping and irrigation, pedestrian level light poles, decorative pavers and decorative tree grates within Broward County right-of-way along the west side of South Andrews Avenue from approximately 195 feet south of West Las Olas Boulevard to West Las Olas Boulevard in the City of Fort Lauderdale.

## **SCOPE OF IMPROVEMENTS:**

This Revocable License Agreement authorizes the installation of landscaping and irrigation, pedestrian level light poles, decorative pavers, and decorative tree grates within Broward County right-of-way along the west side of South Andrews Avenue from approximately 195 feet south of West Las Olas Boulevard to West Las Olas Boulevard in the City of Fort Lauderdale. All work will be according to the approved plans and specifications that are on file in Broward County Highway Construction and Engineering Division’s Paving and Drainage Section.

## **NOTES:**

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

Broward County Naturescape program information can be found at:

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

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

<http://floridayards.org>

A full size set of plans, together with a schedule for the maintenance thereof, are on file with the Broward County Highway Construction and Engineering Division under Project Reference Number 170117001.



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

**General Requirements**

Licensee hereby agrees to provide landscape maintenance in the licensed right-of-way as described herein and in accordance with all articles of this Agreement. The specifications herein are the minimum standards and do not prevent the Licensee from performing any additional measures necessary to ensure proper landscape maintenance. The Licensee shall care and maintain all installed landscape, irrigation, and any decorative specialty hardscape treatments placed in the right-of-way. Licensee shall:

- Properly fertilize all vegetation.
- Keep all vegetation as free from disease and harmful insects as possible.
- Properly mulch the vegetation beds and keep them free from weeds.
- Cut the grass in order to maintain a neat and proper appearance.
- Prune all plants to remove all dead or diseased parts of plants and all parts of plants which present a visual hazard or physical obstacle to the designated use of the areas.
- Remove and replace all vegetation that is dead or diseased or that otherwise falls below the initial level of beautification of the Revocable Licensed Area and ensure that such vegetation is of the same grade as specified in the original approved plans and specifications and the same size as those existing at the time of replacement.
- Remove litter and illegal dumping from the Revocable Licensed Area.
- Maintain irrigation in working order, including the maintenance and replacement of pumps, pipes, and sprinkler heads.

**Irrigation**

Routine and preventive maintenance and repair of the irrigation system includes but is not limited to the following:

- Adjusting all heads for proper operation and direction such that they do not spray into or across roadways, walkways, or other vehicular or pedestrian areas.
- Clearing away grass, debris, or vegetation that may hinder the operation of the sprinkler heads. All valve boxes must remain free of vegetation and be visible at all times.
- Inspecting irrigation system for clogged or improperly set nozzles and spray heads, adjusting heads, and replacing them as needed.
- Replacing any broken pipes, solenoids, electric valves, rain sensor heads, and all other related parts that may negatively impact the irrigation system.
- Regular inspection of the system and re-filling of the tank holding the rust inhibitor chemicals, if applicable.

## **Pavers**

- Any damages to pavers that present a visual or physical deficiency must be repaired within thirty (30) days of notification to the Licensee. Damages to pavers that present a liability to the County must be repaired within twenty-four (24) hours of notification to the Licensee.
- Make sure paver surfaces maintain Americans with Disabilities Act (ADA) compliance including no tripping hazards.

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

- Ensure the opening of the tree grate doesn't hamper the growth of the tree trunk. Repair any uplifting of the tree grates to maintain ADA compliance.
- Pressure wash a minimum of once per year or sooner when necessary.

## **Pedestrian Lighting**

- Periodic maintenance of the lighting system to ensure functionality. Correct any deficiencies (outages, excess light spillage, low lumens, fixture or pole corrosion, damage to pole and fixture, exposed wiring, and all other issues related to components that impact functionality.)

## **Vegetation**

- All ground cover, including shrubs, plants, bushes, bases of palms and hedges, will be trimmed and pruned to maintain a neat and proper appearance.
- Maintain a maximum height of twenty-four (24) inches to ensure sight visibility per Florida Department of Transportation / Broward County guidelines.
- Ground cover, shrub beds, mulch, and other areas must remain weed-free and all undesirable vegetation, including vines, must be removed. Trash/litter must be cleaned regularly.
- All ground cover will be trimmed, pruned, and thinned to retain its natural form in proportionate size to one another. Aesthetic pruning of ground cover shall include the removal of dead and/or broken branches.
- At the completion of each ground cover trimming operation, all material trimmed will be removed from the site, along with any trash/litter in the Revocable License Area.
- Monitor and control insects and ant mounds.

## **Mulch**

- All mulched areas will be replenished at a minimum of once a year. Mulch should be maintained to a depth of three (3) inches.
- The preferred species of mulch is shredded melaleuca or pine bark.

### **Tree and Palm**

- The tree and palm tree pruning will be done in accordance with Article 11 of the Broward County Natural Resource Protection Code, Code of Ordinances. Tree-trimming will be performed by a contractor that is in possession of a Broward County tree-trimming license (minimum Class "B" license).
- Maintain a clearance of 14'- 6" from grade to lowest limbs of tree over vehicular travel lanes and 7'- 0" clearance over pedestrian walkways.
- Maintain travel lanes clear of any palm fronds, branches or debris.
- Dead fronds from palm trees must be removed from the ground immediately. Sabal and Washington Palms must be thinned of dead or dying fronds twice annually.
- Canopy Trees must be pruned to remove sucker growth and to maintain clear visibility between grade and a height of at least 7'- 0". All damaged, dead, or diseased limbs resulting from weather or pests must be removed upon discovery of defective condition.
- Ornamental Trees such as Cattley Guava, Ligustrum and Oleander Standards must be pruned by thinning to maintain shape of tree on a semi-annual basis.

### **Tree Fertilization**

- Canopy Trees (up to three 3" caliper) must be fertilized to maintain good health.
- All palms must be fertilized three (3) times per year.

**EXHIBIT D  
INSURANCE REQUIREMENTS**

**Project: Revocable License Agreement with Elevate One River LLC and City of Ft. Lauderdale for Installation of Landscaping And Irrigation, Pedestrian Level Light Poles, Decorative Pavers And Decorative Tree Grates**  
**Agency: Highway Construction and Engineering Division**

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
<b>GENERAL LIABILITY - Broad form</b> <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input checked="" type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury  <b>Per Occurrence or Claims-Made:</b> <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <b>Gen'l Aggregate Limit Applies per:</b> <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury		
			Property Damage		
			Combined Bodily Injury and Property Damage	<b>\$1,000,000</b>	<b>\$2,000,000</b>
			Personal Injury		
			Products & Completed Operations		
<b>AUTO LIABILITY</b> <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury (each person)		
			Bodily Injury (each accident)		
			Property Damage		
			Combined Bodily Injury and Property Damage	<b>\$1,000,000</b>	
<input type="checkbox"/> <b>EXCESS LIABILITY / UMBRELLA</b> <b>Per Occurrence or Claims-Made:</b> <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			
<input checked="" type="checkbox"/> <b>WORKER'S COMPENSATION</b> <i>Note: U.S. Longshoremen &amp; Harbor Workers' Act &amp; Jones Act is required for any activities on or about navigable water.</i>	N/A	<input checked="" type="checkbox"/>	Each Accident	<b>STATUTORY LIMITS</b>	
<input checked="" type="checkbox"/> <b>EMPLOYER'S LIABILITY</b>			Each Accident	<b>\$500,000</b>	
<input type="checkbox"/> <b>LIQUOR LIABILITY</b> <i>*May be waived if no alcoholic beverages served from Concession stand.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Each Accident		
<input type="checkbox"/> Pollution/ Environmental Cargo Liability	N/A	<input checked="" type="checkbox"/>	If claims-made form:		
			Extended Reporting Period of:		
			*Maximum Deductible:		
<input type="checkbox"/> Installation floater is required if Builder's Risk or Property are not carried. <i>Note: Coverage must be "All Risk", Completed Value.</i>			*Maximum Deductible (Wind and/or Flood):		<b>Completed Value</b>
			*Maximum Deductible:		
Description of Operations: "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Contractors insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses. Contractor is responsible for all coverage deductibles unless otherwise specified in the agreement.					

**CERTIFICATE HOLDER:**  
  
 Broward County  
 115 South Andrews Avenue  
 Fort Lauderdale, Florida 33301