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Broward County Commission
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This instrument prepared by:
Shari Wallen, Esq.
Assistant City Attorney
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301

REVOCABLE LICENSE

THIS IS A REVOCABLE LICENSE granted this 5th day of January, 2022 by and between:

> **CITY OF FORT LAUDERDALE**, a Florida municipal corporation, 100 North Andrews Avenue, Fort Lauderdale, FL 33301 (hereinafter "CITY")
>
> and
>
> **CG Riverwalk LP,** a Delaware limited partnership authorized to conduct business in the State of Florida, FEIN # 58-2077966, whose mailing address is 3399 Peachtree Road, Suite 600, Atlanta, Georgia 30326, its successors and assigns (hereinafter, "LICENSEE")

WHEREAS, LICENSEE is the fee simple owner of the Property, located at 333 North New River Drive East in the City of Fort Lauderdale, FL 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 residential high-rise project known as "Riverwalk Residences", approved by the City on March 23, 2018 pursuant to DRC Case No. R16066 (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 to pedestrians and vehicles 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

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WHEREAS, on August 19, 2021, under Case No. PLN-PROW-21080001, 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 December 21, 2021, 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, Department of Sustainable Development.

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

Contract Administrator means the City Engineer, or his designee. In the administration of this agreement, 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 residential high-rise development consisting of 295 multi-family residential units, 1,619 square feet of ground floor restaurant/retail space with structured parking for 178 (Site Plan amendment is pending review to add 156 parking spaces per Admin Review Case No. UDP-A21037) valet-only parking spaces contained in a 43-story, 465' tower with a total gross floor area of 712,370 square feet, approved on March 23, 2018 pursuant to DRC Case No. R16066. As approved, the Development Project includes the installation and construction of landscaping, irrigation, utilities, on street parking spaces,

sidewalks, lighting or other improvements shown on the approved site plan for the Development Project. The Development Project is known by the name "Riverwalk Residences" and has a street address of 333 North New River Drive East.

Effective Date means shall be the date upon which both (i) the 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 **CG Riverwalk LP,** a Delaware limited partnership, whose mailing address is 3399 Peachtree Road, Suite 600, Atlanta, Georgia 30326, its successors and assigns, the fee simple owner of the Property.

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.

M.O.T. means the Maintenance of Traffic Plan approved by the Office of the City Engineer under MOT Permit No. ENG-MOT-21120003, associated with Revocable License Permit No. ENG-RL-21100005 and Master Permit No. BLD-CNC-21020001.

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 license at LICENSEE'S sole cost and expense, subject to the terms and conditions contained in this Revocable License. The 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 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.**

4.1 This Agreement shall automatically terminate twenty-eight (28) months after the effective date, unless extended in accordance with Section 4.1.1. herein. Due to the need to keep the public safe and to make certain improvements within the License Areas, LICENSEE may temporarily close a portion of the rights-of-way of as set forth below as follows:

The closure is being requested as a safety measure for pedestrians due to site access constraints and the high volume of material deliveries generated by a project of this size. 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 License Areas will not displace any on street metered public parking spaces.

☐ The proposed MOT plan does not appear to present any conflicts with the other construction projects in this area.

4.1.1 **Closure:** Westbound Sidewalk of North New River Drive East – Twenty-Eight (28) Month Duration.

(a) **Boundary of closure**: The north 6.79' to 10.95' of North New River Drive East as more particularly shown and described in **Exhibit "B"** ("License Areas"). The proposed temporary traffic plan will close the existing five (5) foot to nine (9) foot sidewalk abutting the Property for a total of twenty-eight (28) months. Two-way vehicular travel will be maintained on North New River Drive East via the existing travel lanes, and sidewalk will remain open on the south side of North New River Drive East. Pedestrians will be re-routed to nearby designated crosswalks as shown in **Exhibit "C"** ("Detour Plans"). The purpose of this closure is for public safety and construction access to the project, in accordance with the site plan approval requirements.

(b) **Duration**: Twenty-eight (28) months, unless terminated sooner or suspended pursuant to provisions 4.4, 4.5, 4.6, or 4.7 hereof. This closure period shall commence upon the Effective Date and the issuance of the MOT Permit. 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 this subsection. Requests for extensions must be made at least two (2) weeks prior to the expiration date of this closure.

The City Manager shall have the authority, upon written request by LICENSEE, to extend the term of this LICENSEE agreement for delays beyond the reasonable control of the LICENSEE, including, without limitation, Acts of Nature such as fire, flood, earthquake, storm, hurricane or other natural disaster or a pandemic or epidemic. 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.

4.2 As to each phase and as to the duration of each phase and notwithstanding the foregoing, the City Engineer, in its sole discretion, will determine whether to close the sidewalk and vehicular lane and 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.

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

4.4 In the event that the City Commission determines that the 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 the agents, servants, employees, guests or invitees of any of the LICENSEE's contractors, subcontractors or independent contractors shall (a) ever conflict with a municipal interest of the CITY or public, or (b) at any time the CITY requires the use of the above-mentioned License Area or publicly dedicated thoroughfare for a conflicting municipal purpose or (c) determines that continuation of the License for any of the License Area granted herein is no longer in the best interest of the public, then, in that event, the 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.

4.5 In the event LICENSEE is (a) in violation of any material term or condition of this Revocable License, as reasonably determined by the City Manager, or (b) the License granted herein or the actions of LICENSEE or any of its agents, servants, employees, guests or invitees or the agents, servants, employees, guests or invitees of any of LICENSEE's contractors, subcontractors or independent contractors conflict with a municipal interest of the CITY or the public, or (c) at any time the CITY requires the use of the above mentioned License Area or adjacent publicly dedicated thoroughfare(s) for a conflicting municipal purpose, or (d) continuation of the License granted herein as to the respective License Area is no longer in the best interest of the public, all as reasonably determined by the City Manager, 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 matters by the City Manager, the authority granted by this 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 License granted herein.

4.6 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 such a circumstance notice shall be provided to LICENSEE pursuant to the provisions of Section 11, Emergencies, of this Revocable License. In the event the condition persists for a period of seven (7) days, then this Revocable License may be temporarily suspended for a period in excess of fourteen (14) days by action of the City Commission.

4.7 This Revocable License as to the License Area may also be revoked or terminated pursuant to the terms of Section 20.2.1.

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

5.1 No construction of the Project Improvements shall be commenced prior to the issuance of the required Permits.

5.2 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.

5.3 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.

5.4 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 an 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.

5.4.1 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.

5.4.2 In the event no defects to any of the subterranean utilities are identified as a result of the sub-surface utility investigation under 5.4.1., 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.

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

5.6 Any necessary or required signing 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.

5.7 For sign details, use the Manual on "Standard Highway Signs", published by the U.S. Department of Transportation, Federal Highway Administration, 1979.

5.8 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.

5.9 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.

5.10 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.

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

5.12 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.

5.13 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 to the satisfaction of the Office of City Engineer and the cost of such repairs shall be borne by LICENSEE.

5.14 At the conclusion of the Development Project, LICENSEE shall mill and surface the roadway within License Area, if any, as provided in Section 10.1.3 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.

5.15 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 to a condition equal to or better than that existing prior to commencement of construction of the Development Project.

5.16 LICENSEE shall utilize off-duty City of Fort Lauderdale police officers for traffic control as required by the City Manager, if circumstances warrant, as determined in the City Manager's discretion.

5.17 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. Staging of Materials and Equipment and the use of cranes in the License

Areas is strictly prohibited. Vehicles may only be parked in the License Area for no more than two (2) hours.

5.18 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.

5.19 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.

5.20 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.

5.20.1 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.

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

5.22 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.

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

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

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

5.26 Except as provided in Section 5.17, 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.

5.27 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.

5.28 Violation of any of the conditions of this Revocable License, Staging/Dust Control Plan or M.O.T. Plan shall 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.

5.28.1 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 20.1, et seq. hereof.

5.28.2 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 facilities 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 Department of Sustainable Development, who shall consult with the Director of Transportation and Mobility in the event the off-site parking facility is a public parking facility owned or operated by the City of Fort Lauderdale. All personnel working the Development Project shall park their vehicles in either the on-site or off-site parking facilities supplied pursuant to this License.

5.28.3 In the event it is necessary for LICENSEE to establish remote off-site parking facilities, 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, if the off-site parking facility is outside a three (3) block radius from the Property.

5.29 LICENSEE shall mail written notice of the 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 residential neighborhood associations and the Condominium 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.

5.30 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 owners[1] within the area described in 5.30.1 below. 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/**.

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

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.

5.30.1 The area for notice referenced in 5.30 above shall be an area within a five hundred (500) foot radius of the License Area.

6. **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.

7. **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.

8. **Compliance with Regulations of Public Bodies**. LICENSEE shall, at its sole cost and expense, possess, use, construct, operate, maintain and 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, 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.

9. **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.

10. **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 in clean and 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 the 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.

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

10.1.1 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.

10.1.2 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.

10.1.3 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 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.

10.1.4 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 Department of Sustainable Development 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.

10.1.5 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.

11. **Emergencies**. If an emergency situation arises with respect to the License Areas 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 telephone and fax or email notice to the LICENSEE's Contact Person. If, following that notice, LICENSEE fails to take timely action to correct the emergency situation, and allowing the emergency situation to continue would pose an imminent threat to health or safety to 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 **Lee Horner, Project Manager**; cell phone number: **404-558-4222**; e-mail address: **lhorner@gables.com;** and address: **3399 Peachtree Road NE, Suite 600, Atlanta, Georgia 30326**. 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.

12. **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.

13. **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 (2020) 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 (2020) of the "non-liability" of the CITY.

14. **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 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 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.

15. **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, 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:

(a) 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

(b) 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 repair, restructure and replacement shall be hereafter referred to as "Restoration". The cost of Restoration shall be paid solely by LICENSEE.

16. **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 for the conduct of the Project under the terms and conditions stated herein, such terms and conditions including termination of the 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.

17. **Indemnity.**

17.1 LICENSEE shall protect, defend, indemnify and hold harmless the CITY, its officers, employees, volunteers, and agents from and against any and all lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges and other expenses including reasonable attorney's fees or liabilities of every kind, nature or degree arising out of or in connection with the rights, responsibilities and obligations of LICENSEE under this Revocable License (collectively, "Claims"), conditions contained therein, the location, construction, repair, removal, demolition, maintenance, use or occupancy of the License Area, or the breach or default by LICENSEE of any covenant or provision of this Revocable License, arising out of or resulting from any act(s) or omission(s) of the LICENSE, its officers, agents, employees or subcontractors. Except the LICENSEE shall not be responsible for the intentional torts or gross negligence of the CITY, its officers, agents and employees acting within the course and scope of their employment. Without limiting the foregoing, any and all such claims, suits, causes of action relating to personal injury, death, damage to property, defects in construction, rehabilitation, operation, maintenance, repair or restoration of the License Area or Property, alleged infringement of any patents, trademarks, copyrights or of any other tangible or intangible personal or real property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, is included in the indemnity.

17.2 LICENSEE further agrees to investigate, handle, respond to, provide defense for, and defend any such Claims at its sole expense and agrees to bear all other costs and expenses related thereto even if the claim is groundless, false or fraudulent and if called upon by the CITY, LICENSEE shall assume and defend not only itself but also the CITY in connection with any Claims, suits, or causes of action, and any such defense shall be at no cost or expense whatsoever to CITY, provided that the CITY (exercisable by the CITY's Risk Manager) shall retain the right to select counsel of its own choosing. The indemnification obligations set forth herein shall survive termination of this Revocable License for a period coincident with the statute of limitations period applicable to the offending act, omission or default.

18. **Insurance**. At all times during the term of this Revocable License Agreement, LICENSEE, at its expense, shall keep or cause to be kept in effect the following insurance coverages:

(a) A general liability insurance policy, in standard form, insuring LICENSEE and CITY as an additional insured, against any and all liability for bodily injury or property damage arising out of or in connection with this Revocable License and the license granted herein with a policy limit of not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) general aggregate and shall name the CITY as an additional insured. All such policies shall cover the Project activities and the possession, use, occupancy and maintenance of the License Areas. This policy shall not be affected by any other insurance carried by CITY.

(b) Workers' Compensation Insurance to apply to all LICENSEE's employees and employees of contractors retained by LICENSEE for the Project, said coverage to be in compliance with the "Workers' Compensation Law" of the State of Florida

and all applicable federal laws. In addition, the policy(ies) shall include Employers Liability with a limit of One Hundred Thousand Dollars ($100,000.00) for each accident.

(c) Business Automobile Liability for all vehicles owned by LICENSEE and LICENSEE's contractors that are involved in the operation of the Project with limits of Three Hundred Thousand Dollars ($300,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability.

(d) All of the policies of insurance provided for in this Revocable License:

(i) shall be in the form and substance approved by the Florida Office of Insurance Regulation ("FOIR"); and

(ii) shall be issued only by companies licensed by FOIR; and

(iii) Certificates of Insurance pertaining to same shall be delivered to CITY, at least fourteen (14) days prior to the commencement of the License Term; and

(iv) shall be with a carrier having an A Best's Rating of not less than A, Class VII; and

(v) shall bear endorsements showing the receipt by the respective companies of the premiums thereon or shall be accompanied by other evidence of payment of such premiums to the insurance companies, including evidence of current annual payment, .if on any installment payment basis, and

(vi) shall provide that they may not be canceled by the insurer for thirty (30) days after service of notice of the proposed cancellation upon CITY and shall not be invalidated as to the interest of CITY by any act, omission or neglect of LICENSEE; and

(vii) The insurance coverage under subparagraphs (a) and (c) above shall be for a period coincident with the applicable indemnification obligations set forth above.

(e) In any case where the original policy of any such Insurance shall be delivered to LICENSEE, a duplicated original of such policy shall thereupon be delivered to CITY. All insurance policies shall be renewed by LICENSEE, and certificates evidencing such renewals, bearing endorsements or accompanied by other evidence of the receipt by the respective insurance companies of the premiums thereon, shall be delivered to CITY, at least twenty (20) days prior to their respective expiration dates.

(f) CITY does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect LICENSEE's or Contractor's interests or liabilities but are merely minimum requirements

established by CITY's Risk Management Division. CITY reserves the right to require any other insurance coverages that CITY deems necessary depending upon the risk of loss and exposure to liability.

19. **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.

20. **Remedies of CITY.**

20.1 In the event the LICENSEE fails to perform or violates any of the terms or conditions of this Revocable License or is in breach or default in 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, which such time for cure shall be reasonable in light of all the circumstances.

20.1.1 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 each and every day the violation continues beyond the date set in the Notice under Section 20.1.

20.1.2 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.

20.1.3 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.

20.1.4 Within ten (10) days of receiving a Notice of Appeal under Section 20.1.3, 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 Section 20.1.3, 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.

20.1.5 In the event LICENSEE contests the Final Order of the City Manager under Section 20.1.4 above, 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.

20.1.6 Any fines resulting from the process set forth in Sections 20.1.1 through 20.1.5 shall be paid to CITY within sixty (60) days from the final adjudication resulting from that process.

20.1.7 LICENSEE hereby waives all right, title and interest to the issuance of any temporary, partial or final Certificate of Occupancy for the Development Project during the period that any violations of the terms or conditions of this License still exist.

20.1.8 LICENSEE hereby waives all right, title and interest in Issuance of any temporary, partial or final Certificate of Occupancy for the Development Project during the period that any fines imposed have not been paid.

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

20.2 In the event the LICENSEE falls to timely cure the violation within the time specified in Section 20.1, the CITY, as an alternative to the procedures set forth in Sections 20.1.1 through 20.1.9, may

20.2.1 revoke or terminate this License; or

20.2.2 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

20.2.3 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 actions. 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 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.

20.2.4 If LICENSEE does not make the payments required under this Section 20 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 20.1.1 through 20.1.6 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.

20.2.5 The remedies found within this Section 20, including all subsections thereof, are cumulative. The exercise of one does not preclude the exercise of any other remedy.

21. **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.

22. **Notices.**

(a) Except as provided in subparagraph (c) 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.

(b) 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 100 North Andrews Avenue Fort Lauderdale, FL 33301
With copy to:	City Attorney City of Fort Lauderdale 100 North Andrews Avenue Fort Lauderdale, FL 33301
AS TO LICENSEE:	Micah Conn CG Riverwalk LP Limited Partnership 3399 Peachtree Road NE Suite 600 Atlanta, Georgia 30326
With copy to:	Jason Crush, Esq. Crush Law, PA 600 SE 2nd Court Fort Lauderdale, FL 33301 jcrush@crushlaw.com

(c) As to activities under Paragraph 11, 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 Paragraph 11, Emergencies.

23. **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 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.

24. **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.

25. **Entire Revocable License**. This Revocable license, together with any other agreements entered into contemporaneously herewith, constitutes and represents the entire Revocable license and any other agreements between the parties hereto and supersedes any prior understandings or Revocable Licenses or agreements, written or verbal, between the parties hereto respecting the subject matter herein. 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.

26. **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 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.

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

28. **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.

29. **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 beneficial 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.

30. **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.

31. **Termination**. In the event of 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.

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 (2020), and any resultant award of attorney's fees of non-compliance with that law.

33. **Entire Agreement**. 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.

34. **Preparation of Agreement**. 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 License Agreement has been their joint effort.

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

36. **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.

37. **Force Majeure**. Neither party shall be obligated to perform any duly, 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. **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 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.

[THE BALANCE OF THIS PAGE REMAINS INTENTIONALLY BLANK.]

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

WITNESSES:

Scott Wyman
[Witness type or print name]

Aimee Lawrence
[Witness type or print name]

(CORPORATE SEAL)

CITY OF FORT LAUDERDALE

By: _____
Dean J. Trantalis, Mayor

By: _____
Christopher J. Lagerbloom, ICMA-CM
City Manager

ATTEST:

FOR _____
Jeffrey A. Modarelli, City Clerk

Approved as to form:

_____
Shari Wallen, Esq.
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 16th day of January, ~~2021~~ 2022 by **Dean J. Trantalis,** Mayor of the City of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)

Jeanette A. Johnson
Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

Jeanette A Johnson
Name of Notary Typed, Printed or Stamped

My Commission Expires: 1/31/23
Commission Number: GG 276785

JEANETTE A JOHNSON
Notary Public - State of Florida
Commission # GG 276785
My Comm. Expires Jan 31, 2023
Bonded through National Notary Assn.

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization this 13 day of January, 2021 by **Christopher J. Lagerbloom**, City Manager of the City of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)

Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

Aimee Llauro
Name of Notary Typed, Printed or Stamped

Notary Public State of Florida
Aimee Llauro
My Commission GG 321478
Expires 05/08/2023

My Commission Expires: _____
Commission Number: _____

LICENSEE

WITNESSES:

Daniela Conn
[Witness print/type name]

Eric Carbonell
[Witness print/type name]

[CORPORATE SEAL]

CG Riverwalk LP, a Delaware limited partnership

Micah Conn, Vice President

STATE OF Florida:
COUNTY OF Broward:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or □ online notarization this 6 day of JANUARY, 2022, by Micah Conn, as Vice President of CG Riverwalk LP, a Delaware limited partnership, who freely and voluntarily executed this instrument on behalf of said limited liability company. He is personally known to me or has produced as identification or is known to me personally.

(SEAL)

ERIC CARBONELL
Commission # GG 207444
Expires July 19, 2022
Bonded Thru Budget Notary Services

Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

Eric Carbonell
Name of Notary Typed, Printed or Stamped

My Commission Expires: 7/19/22
Commission Number: GG 207444

Exhibit "A"

The Property

[see attached survey]

LEGAL DESCRIPTION:

LOT 25, LESS THE WEST 15' THEREOF, AND ALL OF LOTS 26, 27 AND 28, WHEELER'S SUBDIVISION OF LOTS 2, 3, 4, 5, 6, 7, 8, 9 AND 10, BLOCK "B", OF THE TOWN OF FORT LAUDERDALE, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 3, AT PAGE 59, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

TOGETHER WITH:

THE SOUTH ONE-HALF (S. 1/2) OF THAT CERTAIN 20 FOOT WIDE ALLEY VACATED BY OFFICIAL RECORDS BOOK 26877, PAGE 1122, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LYING ADJACENT TO THE NORTH LINE OF SAID LOTS 25, 26, 27, AND 28, LESS THE WEST 15 FEET THEREOF.

LESS THE RIGHT-OF-WAY FOR NORTH NEW RIVER DRIVE EAST.

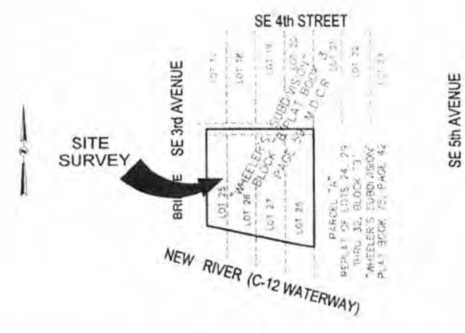
SAID PROPERTY LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA.

NOTES:

1) THIS SITE CONTAINS 34,791 SQUARE FEET (0.7987 ACRES) MORE OR LESS.
2) ELEVATIONS ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988. BENCHMARK OF ORIGIN CITY OF FORT LAUDERDALE BENCHMARK #143, ELEVATION 3.56 FEET (NOTE BCBM #1883 IN THIS VICINITY IS UNSTABLE AND SHOULD NOT BE USED).
3) FLOOD ZONE: AH; BASE FLOOD ELEVATION: 5 FEET; PANEL #125105 0557H; MAP DATE: 8/18/14.
4) THIS SITE LIES IN SECTION 10, TOWNSHIP 50 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA.
5) BEARINGS ARE BASED ON THE SOUTH LINE OF THE VACATED ALLEY BEING N89°59'50"E.
6) REASONABLE EFFORTS WERE MADE REGARDING THE EXISTENCE AND THE LOCATION OF UNDERGROUND UTILITIES. THIS FIRM, HOWEVER, DOES NOT ACCEPT RESPONSIBILITY FOR THIS INFORMATION. BEFORE EXCAVATION OR CONSTRUCTION CONTACT THE APPROPRIATE UTILITY COMPANIES FOR FIELD VERIFICATION.
7) THE HORIZONTAL POSITIONAL ACCURACY OF WELL DEFINED IMPROVEMENTS ON THIS SURVEY IS ±0.2'. THE VERTICAL ACCURACY OF ELEVATIONS OF WELL DEFINED IMPROVEMENTS ON THIS SURVEY IS ±0.1'.
8) THIS SITE CONTAINS 39 TOTAL PARKING SPACES (37 REGULAR & 2 DISABLED).
9) ALL RECORDING INFORMATION REFERS TO BROWARD COUNTY RECORDS UNLESS OTHERWISE STATED.
10) BOUNDARY IS BASED ON PREVIOUS PLATS AND SURVEYS ALONG NORTH NEW RIVER DRIVE. PREVIOUS SURVEY BY CRAVEN THOMPSON AND ASSOCIATES, INC., PROJECT No. 95-0017-001-01, PREPARED 11/8/11 DETERMINED THE NORTH RIGHT-OF-WAY LINE TO BE ALONG THE BACK OF SIDEWALK AS CONSTRUCTED AT THE TIME OF THAT SURVEY.
11) THIS SURVEY WAS PREPARED WITH BENEFIT OF COMMITMENT FOR TITLE INSURANCE, PREPARED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, EFFECTIVE DATE JANUARY 3, 2019. THE FOLLOWING ITEMS ARE EXCEPTIONS LISTED IN SCHEDULE B-SECTION II OF SAID COMMITMENT.
    - ITEMS 1, 2, 3, 4, 5, 6 & 7: STANDARD EXCEPTIONS, NOT ADDRESSED.
    - ITEM 8: RESTRICTIONS, DEDICATIONS, CONDITIONS, EASEMENTS AND OTHER MATTERS IN PLAT BOOK 3, PAGE 59 APPLY TO THIS SITE. THERE ARE NO PLATTED EASEMENTS.
    - ITEM 9: RIGHT-OF-WAY EASEMENT IN O.R.B. 8520, PAGE 149 APPLIES TO THIS SITE AS DEPICTED HERON.
    - ITEM 10: EASEMENT IN O.R.B. 13503, PAGE 211 APPLIES TO THIS SITE AS DEPICTED HERON.
    - ITEM 11: EASEMENT IN O.R.B. 28305, PAGE 912, TOGETHER WITH AMENDMENT IN O.R.B. 31602, PAGE 442 LIES ADJACENT TO THIS SITE AS DEPICTED HEREON.
    - ITEM 12: ORDINANCE No. C-98-48 IN O.R.B. 28877, PAGE 1122 APPLIES TO THIS SITE AS DEPICTED HEREON.
    - ITEM 13: RESOLUTION No. 12-241 IN O.R.B. 49431, PAGE 825 APPLIES TO THIS SITE BUT CANNOT BE PLOTTED.
    - ITEMS 14-16: NOT ADDRESSED.
12) THE LEGAL DESCRIPTION SHOWN HEREON HAS BEEN REVISED TO CORRECTLY DESCRIBE THE PROPERTY.

TREE IDENTIFICATION TABLE

	Scientific Name	Common Name	DBH	Height (CT for palms)	Canopy	Condition	Tree Protection Zone	Class	Rating	Disposition	Caliper Replacement	Replacement $ Value	Notes
1	Bucida buceras	Black Olive	21"	35'	54'	Good	8'	C	50%	Remove	7 in.	$455.00	
2	Cassia species		12"	25'	36'	Poor	6'	B	20%	Remove	2 in.	$130.00	
3	Sterculias species		15"	50'	23'	Moderate	10'	D	40%	Remove	3 in.	$195.00	
4	Harpullia species	Tulipwood	11"	22'	20'	Poor		D	10%	Remove	1 in.	$65.00	
5	Tabebuia heterophylla	Pink Trumpet Tree	10"	18'	27'	Good	5'	B	80%	Remove	7 in.	$455.00	
6	Bucida buceras	Black Olive	27"	40'	52'	Moderate	15'	C	60%	Remove	10 in.	$650.00	
7	Acer species	Maple	7"	20'	18'	Moderate	6'	A	90%	Remove	7 in.	$455.00	
8	Quercus laurifolia	Laurel Oak	30"	35'	46'	Good	8'	B	80%	Remove	20 in.	$14,137.17	
9	Cassia species		11"	20'	23'	Poor		B	20%	Remove	2 in.	$130.00	
10	Tabebuia caraiba	Yellow Tabebuia	19"	22'	30'	Moderate	8'	D	60%	Remove	10 in.	$650.00	Mitigated with fees in the Tree Canopy Trust Fund
11	Callistemon viminalis	Bottlebrush	21"	18'	27'	Moderate	8'	C	50%	Remove	7 in.	$455.00	
12	Bucida buceras	Black Olive	23"	35'	27'	Moderate	10'	C	30%	Remove	5 in.	$325.00	
13	Swietenia mahagoni	Mahogany	23"	40'	44'	Poor		A	10%	Remove	3 in.	$455.00	
14	Liquidambar styraciflua	Sweetgum	21"	45'	45'	Good	10'	C	40%	Remove	4 in.	$260.00	
15	Sabal palmetto	Sabal Palm	16"	40'	20'	Good	6'			Remove	8' CT MIN.	$160.00	
16	Roystonea regia	Royal Palm	22"	45'	22'	Good	8'			Remove	45' CT	$1,350.00	Replace w/ Cocos, Roystonea spp. and/or Phoenix spp.
17	Roystonea regia	Royal Palm	16"	30'	18'	Good	8'			Remove	30' CT	$900.00	Replace w/ Cocos, Roystonea spp. and/or Phoenix spp.
18	Sabal palmetto	Sabal Palm	12"	35'	14'	Good	4'			Remove	8' CT MIN.	$180.00	
19	Sabal palmetto	Sabal Palm	12"	30'	16'	Good	4'			Remove	8' CT MIN.	$180.00	
20	Sabal palmetto	Sabal Palm	10"	40'	14'	Good	4'			Remove	8' CT MIN.	$180.00	
21	Roystonea regia	Royal Palm	16"	50'	26'	Good	8'			Remove	50' CT	$1,500.00	Replace w/ Cocos, Roystonea spp. and/or Phoenix spp.
22	Roystonea regia	Royal Palm	22"	60'	20'	Good	8'			Remove	60' CT	$1,800.00	Mitigated with fees in the Tree Canopy Trust Fund
23	Pachira aquatica	Water Chestnut	12"	20'	37'	Good	10'			Remove		$195.00	Mitigated with fees in the Tree Canopy Trust Fund
24	Washingtonia filifera	Washingtonia Palm	14"	55'	12'	Good	6'			Remove	8' CT MIN.	$180.00	
25	Washingtonia filifera	Washingtonia Palm	14"	60'	14'	Good	6'			Remove	8' CT MIN.	$180.00	
26	Washingtonia filifera	Washingtonia Palm	14"	60'	14'	Good	6'			Remove	8' CT MIN.	$180.00	
27	Phoenix roebelenii	Pygmy Date Palm	6"	0'	12'	Good	3'			Remove	1 palm 8' ct	$180.00	
28	Phoenix roebelenii	Pygmy Date Palm	3"	8'	14'	Good	3'			Remove	1 palm 8' ct	$180.00	
29	Phoenix roebelenii	Pygmy Date Palm	6"	8'	12'	Good	3'			Remove	1 palm 8' ct	$180.00	
30	Phoenix roebelenii	Pygmy Date Palm	0	7'	7'	Good	3'			Remove	NA		Dead
31	Phoenix roebelenii	Pygmy Date Palm	6"	12'	14'	Good	3'			Remove	1 palm 8' ct	$180.00	
32	Phoenix roebelenii	Pygmy Date Palm	3"	8'	9'	Good	3'			Remove	1 palm 8' ct	$180.00	
33	Phoenix roebelenii	Pygmy Date Palm	6"	8'	14'	Good	3'			Remove	1 palm 8' ct	$180.00	
34	Phoenix roebelenii	Pygmy Date Palm	6"	7'	8'	Good	3'			Remove	1 palm 8' ct	$180.00	
35	Phoenix roebelenii	Pygmy Date Palm	6"	8'	10'	Good	3'			Remove	1 palm 8' ct	$180.00	
36	Phoenix roebelenii	Pygmy Date Palm	6"	8'	12'	Good	3'			Remove	1 palm 8' ct	$180.00	
37	Phoenix roebelenii	Pygmy Date Palm	3"	10'	9'	Good	3'			Remove	1 palm 8' ct	$180.00	
38	Phoenix roebelenii	Pygmy Date Palm	6"	11'	14'	Good	3'			Remove	1 palm 8' ct	$180.00	
39	Phoenix roebelenii	Pygmy Date Palm	4"	10'	10'	Good	3'			Remove	1 palm 8' ct	$180.00	
40	Phoenix roebelenii	Pygmy Date Palm	[illegible]	10'	10'	Good	3'			Remove	1 palm 8' ct	$180.00	
41	Phoenix roebelenii	Pygmy Date Palm	6"	8'	8'	Good	3'			Remove	1 palm 8' ct	$180.00	
42	Phoenix roebelenii	Pygmy Date Palm	6"	8'	10'	Good	3'			Remove	1 palm 8' ct	$180.00	



VICINITY MAP
NOT TO SCALE

CERTIFICATION:

TO NEW WAVE LOANS RESIDENTIAL, A DELAWARE LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS, FIDELITY NATIONAL TITLE INSURANCE COMPANY, FIRST INTERNATIONAL TITLE, INC.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 7(a), 7(b)(1), 8, 9, 11 OF TABLE A THEREOF.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

JOHN F. PULICE, PROFESSIONAL SURVEYOR AND MAPPER LS2691
BETH BURNS, PROFESSIONAL SURVEYOR AND MAPPER LS6136
STATE OF FLORIDA

SHEET 1 OF 2

THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 AND 2

NO	REVISIONS	BY

RIVERWALK RESIDENCES OF LAS OLAS
333 NORTH NEW RIVER DRIVE
FORT LAUDERDALE, BROWARD COUNTY, FLORIDA 33301

BOUNDARY AND TOPOGRAPHIC SURVEY
ALTA/NSPS LAND TITLE SURVEY

PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351

DRAWN BY: M.D. | SCALE: 1" = 20' | FILE: RIVERWALK RESIDENCES OF LAS OLAS
CHECKED BY: J.F.P. | SURVEY DATE: 6/20/19 | ORDER NO.: 66133

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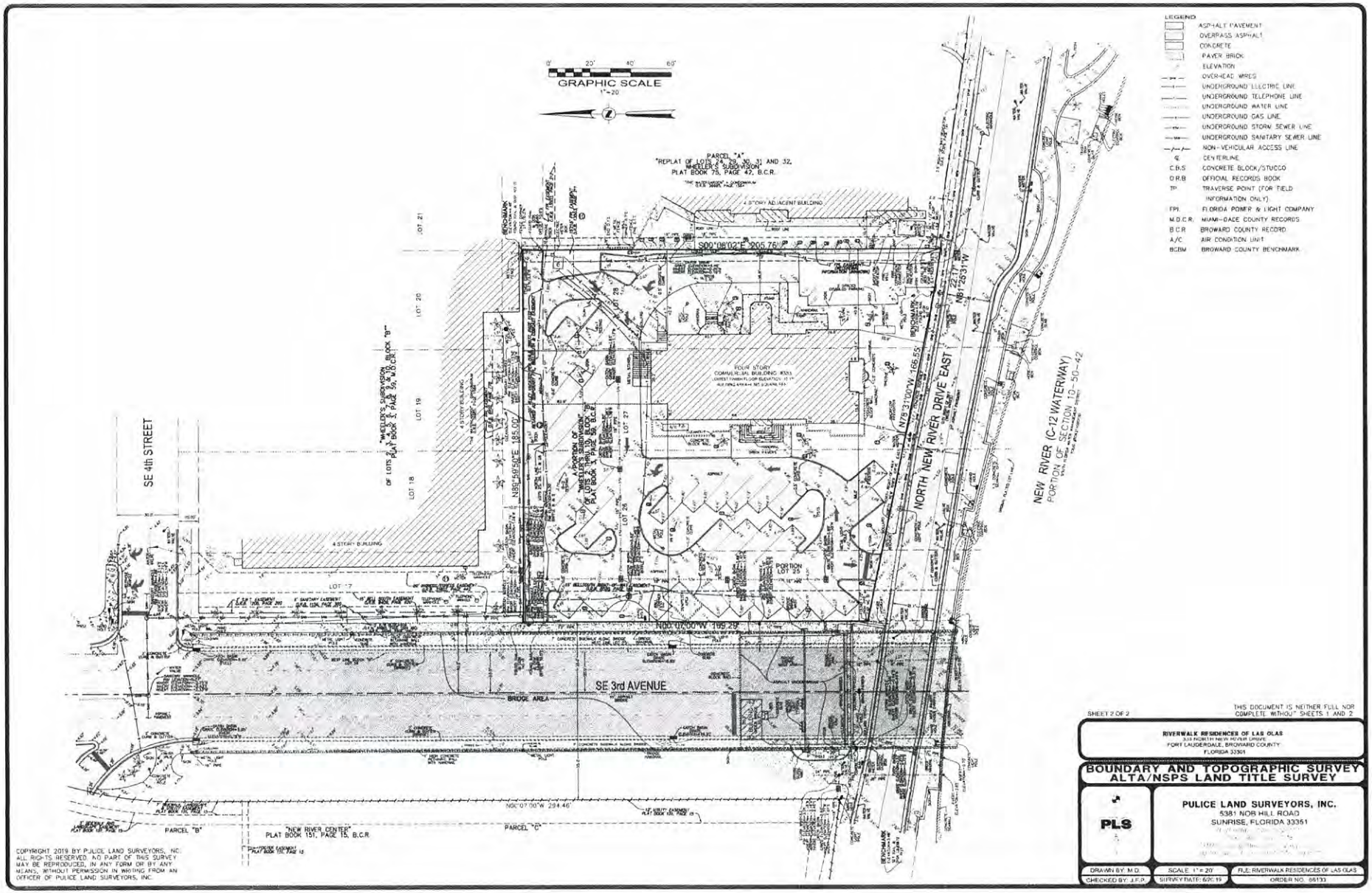

LEGEND

- ASPHALT PAVEMENT
- OVERPASS ASPHALT
- CONCRETE
- PAVER BRICK
- ELEVATION
- OVERHEAD WIRES
- UNDERGROUND ELECTRIC LINE
- UNDERGROUND TELEPHONE LINE
- UNDERGROUND WATER LINE
- UNDERGROUND GAS LINE
- UNDERGROUND STORM SEWER LINE
- UNDERGROUND SANITARY SEWER LINE
- NON-VEHICULAR ACCESS LINE
- ℄ CENTERLINE
- C.B.S CONCRETE BLOCK/STUCCO
- O.R.B OFFICIAL RECORDS BOOK
- TP TRAVERSE POINT (FOR FIELD INFORMATION ONLY)
- FPL FLORIDA POWER & LIGHT COMPANY
- M.D.C.R. MIAMI-DADE COUNTY RECORDS
- B.C.R BROWARD COUNTY RECORD
- A/C AIR CONDITION UNIT
- BCBM BROWARD COUNTY BENCHMARK

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SHEET 2 OF 2

THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 AND 2

RIVERWALK RESIDENCES OF LAS OLAS
333 NORTH NEW RIVER DRIVE
FORT LAUDERDALE, BROWARD COUNTY
FLORIDA 33301

BOUNDARY AND TOPOGRAPHIC SURVEY
ALTA/NSPS LAND TITLE SURVEY

PLS

PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351

DRAWN BY: M.D.	SCALE: 1" = 20'	FILE: RIVERWALK RESIDENCES OF LAS OLAS
CHECKED BY: J.F.P.	SURVEY DATE: 6/20/19	ORDER NO. 66133

Exhibit "B"

License Areas

[see attached sketch and legal description]

M.D.D.K

SKETCH AND LEGAL DESCRIPTION
BY
PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (954) 572-1777 • E-MAIL: surveys@pulicelandsurveyors.com
CERTIFICATE OF AUTHORIZATION LB#3870

DESCRIPTION OF SIDEWALK TEMPORARY CLOSURE AREA AT "RIVERWALK RESIDENCES AT LAS OLAS"

LEGAL DESCRIPTION:

THAT PORTION OF THE EXISTING RIGHT-OF-WAY OF NORTH NEW RIVER DRIVE EAST BEING ADJACENT TO LOTS 25, 26, 27 AND 28, "WHEELER'S SUBDIVISION OF LOTS 2, 3, 4, 5, 6, 7, 8, 9 & 10, BLOCK "B", OF THE TOWN OF FORT LAUDERDALE", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 3, PAGE 59, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 28; THENCE SOUTH 00°08'02" EAST ALONG THE EAST LINE OF SAID LOT 28 FOR 195.76 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF NORTH NEW RIVER DRIVE EAST AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°08'02" EAST ALONG THE PROLONGATION OF SAID EAST LINE 6.79 FEET; THENCE NORTH 80°24'38" WEST 47.83 FEET; THENCE NORTH 78°06'18" WEST 53.15 FEET; THENCE NORTH 81°09'15" WEST 87.00 FEET; THENCE NORTH 00°07'00" WEST 10.95 FEET; THENCE SOUTH 78°31'00" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE 166.55 FEET; THENCE SOUTH 81°25'31" EAST CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE 22.17 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA, AND CONTAINING 1,449 SQUARE FEET, MORE OR LESS.

NOTES:

1. BEARINGS ARE BASED ON AN ASSUMED MERIDIAN WITH THE EAST LINE OF THE LOT 28 BEING S00°08'02"E.
2. THIS IS NOT A SKETCH OF SURVEY AND DOES NOT REPRESENT A FIELD SURVEY.
3. THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR AN ELECTRONIC SIGNATURE AND ELECTRONIC SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CLIENT: GABLES RESIDENTIAL	
SCALE: N/A	DRAWN: DCW/L.H.
ORDER NO.: 69344A	
DATE: 11/15/21	
SIDEWALK TEMPORARY CLOSURE AREA	
FORT LAUDERDALE, BROWARD COUNTY, FL	
FOR: RIVERWALK RESIDENCES	

SHEET 1 OF 2

THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 AND 2

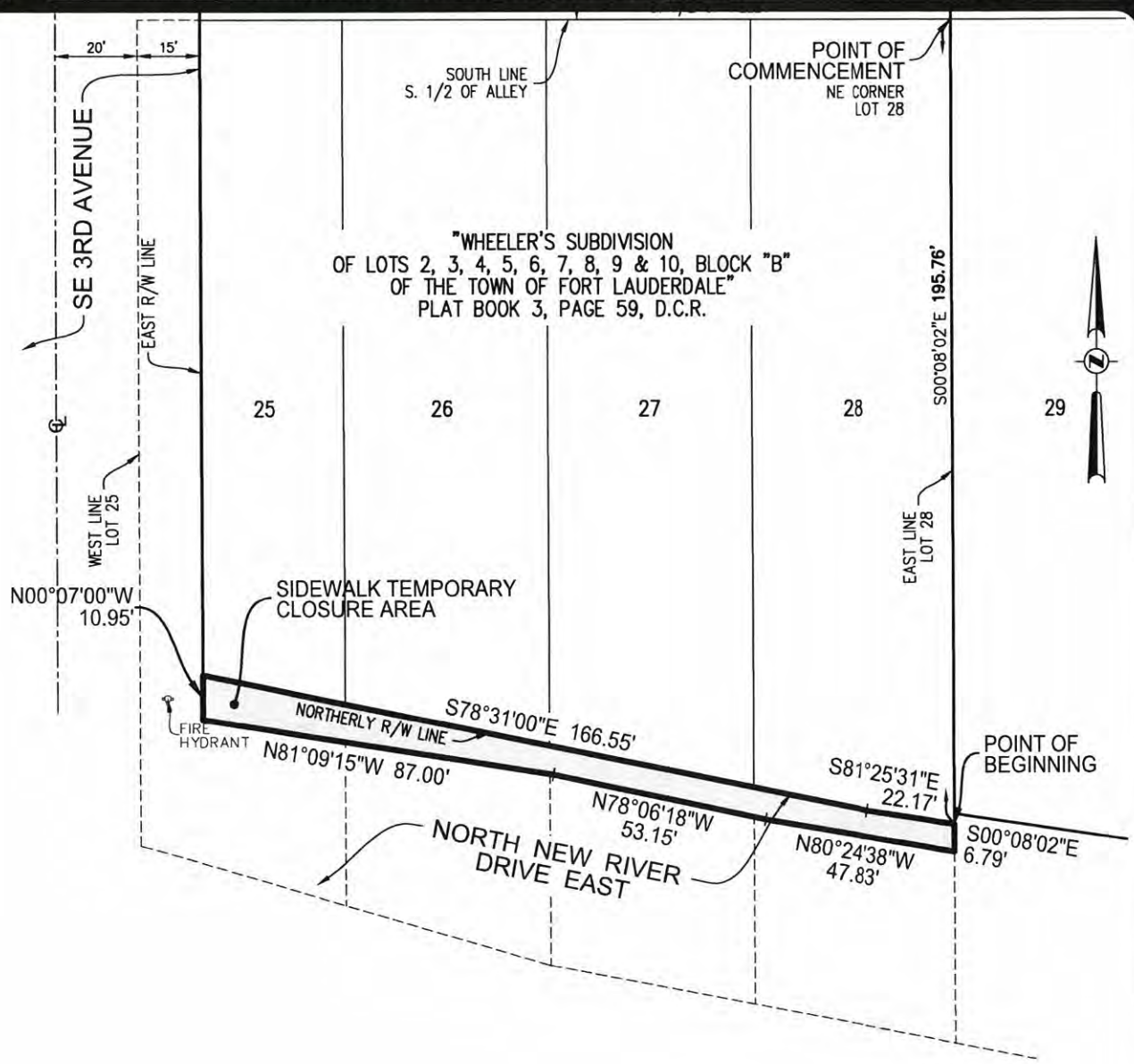
☑ JOHN F. PULICE, PROFESSIONAL SURVEYOR AND MAPPER LS2691
☐ BETH BURNS, PROFESSIONAL SURVEYOR AND MAPPER LS6136
☐ VICTOR R. GILBERT, PROFESSIONAL SURVEYOR AND MAPPER LS6274
☐ DONNA C. WEST, PROFESSIONAL SURVEYOR AND MAPPER LS4290
STATE OF FLORIDA

M.D.O.K.

SKETCH AND LEGAL DESCRIPTION
BY

PULICE LAND SURVEYORS, INC.

5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (954) 572-1777 • E-MAIL: surveys@pulicelandsurveyors.com
CERTIFICATE OF AUTHORIZATION LB#3870



CLIENT: GABLES RESIDENTIAL	
SCALE: 1"=40'	DRAWN: DCW/L.H.
ORDER NO.: 69344A	
DATE: 11/15/21	
SIDEWALK TEMPORARY CLOSURE AREA	
FORT LAUDERDALE, BROWARD COUNTY, FL	
FOR: RIVERWALK RESIDENCES	

SHEET 2 OF 2

THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 AND 2

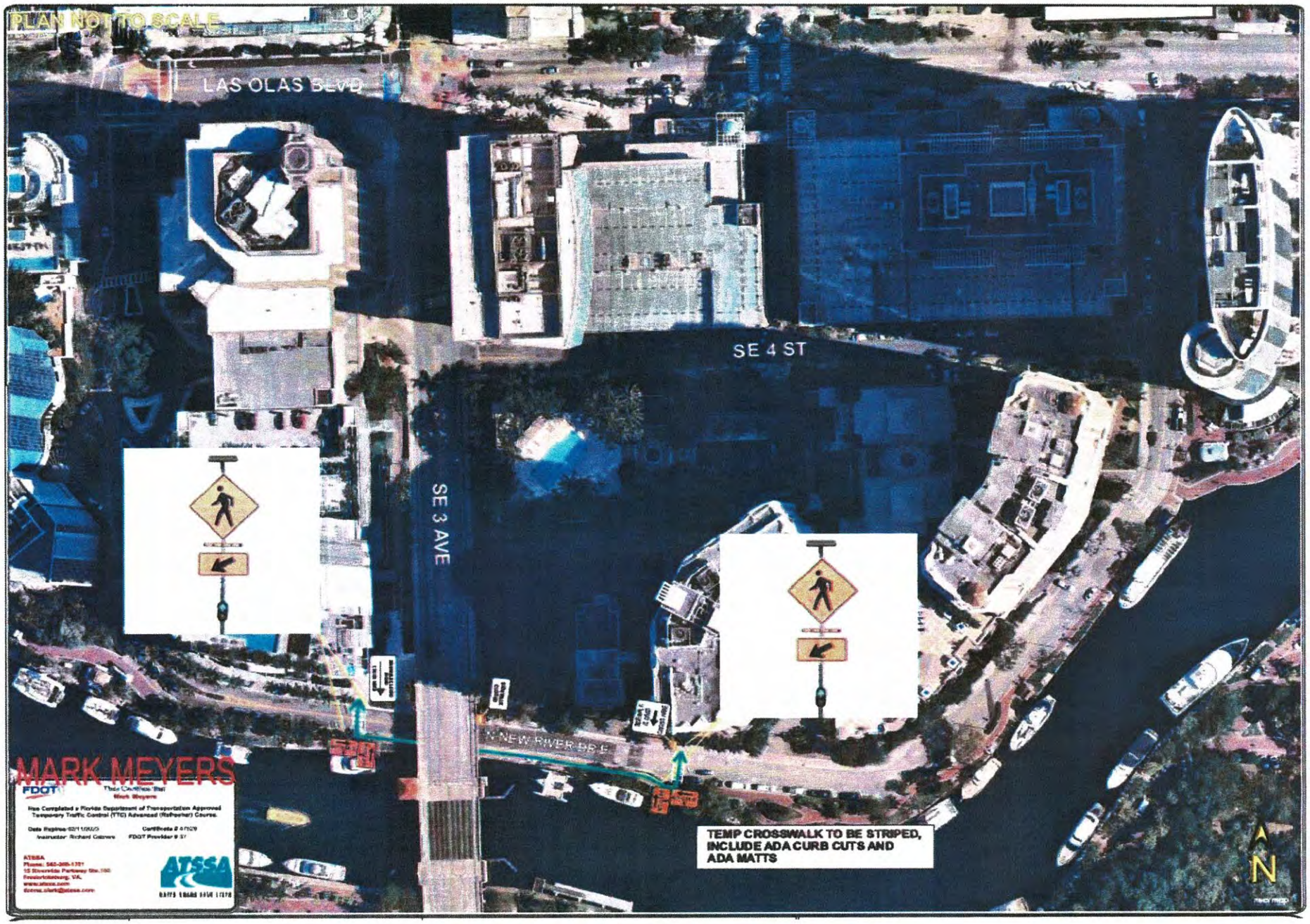
LEGEND & ABBREVIATIONS:

℄ = CENTERLINE
D.C.R. = DADE COUNTY RECORDS
R/W = RIGHT-OF-WAY

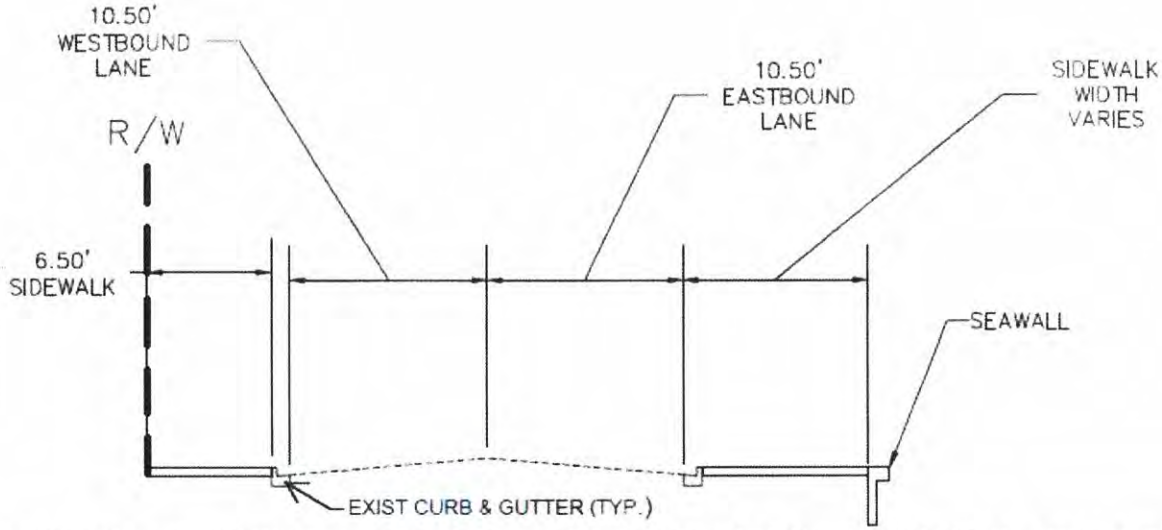
Exhibit "C"

Detour Plans

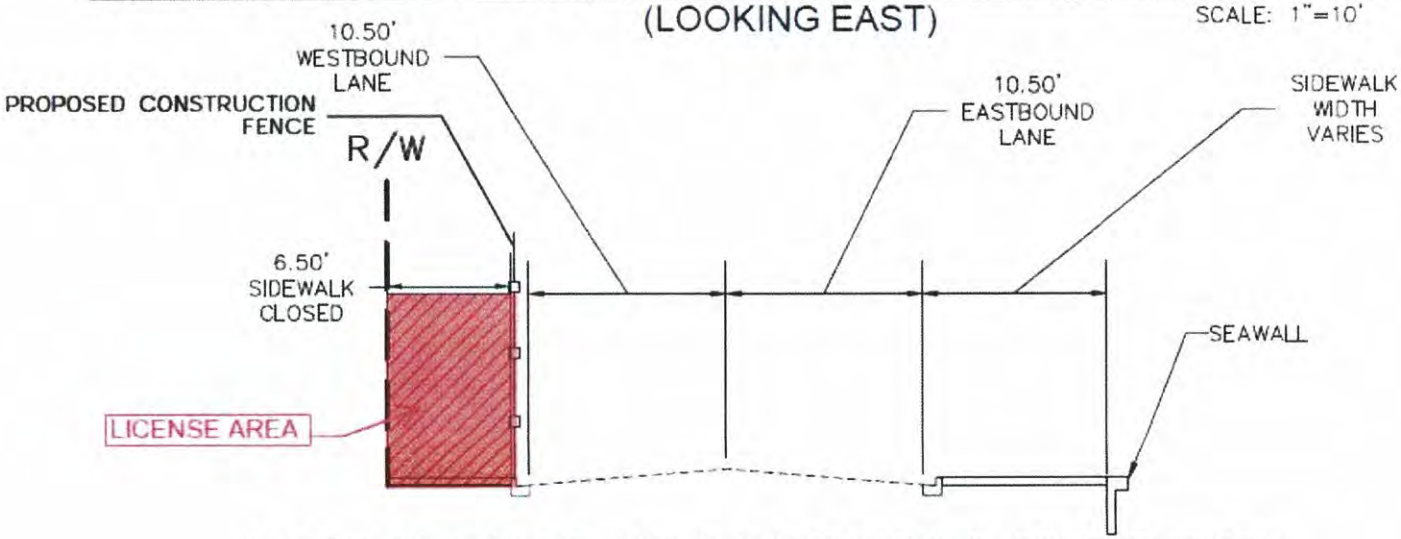
[see attached MOT plan]


PLAN NOT TO SCALE
LAS OLAS BLVD
SE 4 ST
SE 3 AVE
NEW RIVER DR E
TEMP CROSSWALK TO BE STRIPED, INCLUDE ADA CURB CUTS AND ADA MATTS
MARK MEYERS
FDOT
ATSSA
N

DETOUR PLAN



NORTH NEW RIVER DRIVE EAST PRE-CONSTRUCTION/EXISTING CONDITIONS
(LOOKING EAST)
SCALE: 1"=10'



NORTH NEW RIVER DRIVE EAST DURING CONSTRUCTION
(LOOKING EAST)
SCALE: 1"=10'

TYPICAL SECTIONS