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

Document reviewed by:
Al DiCalvo
Senior Assistant County Attorney
115 S. Andrews Avenue, Room 423
Fort Lauderdale, FL 33301

Folio: 504210730510

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

REVOCABLE LICENSE AGREEMENT BETWEEN BROWARD COUNTY, CHIEF REAL ESTATE LLC, AND THE CITY OF FORT LAUDERDALE

This Revocable License Agreement ("Agreement") between Broward County, a political subdivision of the State of Florida ("County"), Chief Real Estate LLC, a Florida limited liability company authorized to do business in the State of Florida ("Licensee"), and the City of Fort Lauderdale, a municipal corporation organized and existing under the laws of the State of Florida ("City") (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 (the "Burdened Property");

B. The Burdened Property is adjacent to a right-of-way as set forth in Exhibit B (the "Revocable License Area") located on SE 3rd Avenue;

C. County owns and controls the Revocable License Area and SE 3rd Avenue;

D. Licensee seeks and County is amenable to Licensee's nonexclusive access and use of the Revocable License Area to make certain improvements in the Revocable License Area, as set forth in Exhibit C (the "Improvements"), and to maintain the Improvements, as set forth in Exhibit D (the "Maintenance Obligations");

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

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

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

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

SECTION 1. DEFINITIONS

1.1. **Approved Plans** means the construction documents and specifications depicting and defining the Improvements, including all materials to be installed in the Revocable License Area as referenced in the plans submitted to and approved by the Contract Administrator, and filed under Project Reference Number 200909001.

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

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

1.4. **County Administrator** means the administrative head of County, as appointed by the Board.

1.5. **County Attorney** means the chief legal counsel for County, as appointed by the Board.

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

SECTION 2. GRANT OF REVOCABLE LICENSE

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

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

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

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

SECTION 3. LICENSEE'S OBLIGATIONS

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

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

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

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

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

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

3.7. If Licensee takes any action or makes any omission that causes or results in damage to the Revocable License Area (or any materials on the License Area), Licensee shall, at its own expense, repair such damage. If Licensee fails to make such repair within thirty (30) calendar days

after County's request, County may make the repair or exercise its rights as provided in Section 4 of this Agreement. If County elects to make the repair, it will invoice Licensee for the costs thereof. Licensee shall pay such invoice within thirty (30) calendar days after receipt.

3.8. If the Revocable License Area is serviced by any utilities (including but not limited to electricity, water, sewage, or gas), Licensee shall be solely responsible for the cost of such utilities.

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

3.10. Licensee shall provide the Contract Administrator with immediate verbal notice, followed by written notice (in the manner set forth in Section 8 of this Agreement), of any condition on the Revocable License Area that might present a risk of damage to the Revocable License Area or adjacent property, or might pose a risk of injury to any person.

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

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

SECTION 4. CITY'S OBLIGATIONS

4.1. If Licensee fails to timely comply with any one of the requirements set forth in Sections 3.5 and 3.9, upon written demand of Contract Administrator, City shall, at its own expense, immediately perform the Maintenance Obligations for the duration of this Agreement. In addition, if Licensee fails to timely comply with any one of the requirements in Section 3, upon written demand of Contract Administrator, City shall, at its own expense, cure any and all deficiencies or failures by Licensee identified in the Contract Administrator's written notice to City. City shall cure such deficiencies and failures within thirty (30) calendar days after such notice. If City fails to timely comply with its obligations under this section, County may fulfill such obligations, and then invoice the City for the cost thereof. City shall pay such invoice within thirty (30) calendar days after receipt.

4.2. City may retain a third party to perform the Maintenance Obligations. If City retains a third party for such purpose(s), City shall enter into a written contract with the third party under which the third party agrees to perform the Maintenance Obligations in accordance with the

requirements of this Agreement. City shall provide the Contract Administrator with a copy of any such contract(s). Notwithstanding City's use of any third party, City shall remain obligated and responsible for performing the Maintenance Obligations if the third party does not. City may not relieve itself of any of its obligations under this Agreement by contracting with a third party.

SECTION 5. COUNTY'S OBLIGATIONS

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

5.2. County shall inspect the Improvements and may reject work that does not conform to the Approved Plans.

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

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

SECTION 6. RISK OF LOSS

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

SECTION 7. TERM AND TERMINATION

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

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

7.3. This Agreement may be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in the written notice

provided by County, which termination date shall not be less than thirty (30) calendar days after the date of such written notice.

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

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

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

7.7. If County terminates this Agreement, Licensee shall restore the Revocable License Area to its condition before the Improvements or to such condition as approved in writing by the Contract Administrator. If Licensee fails to make such restorations within thirty (30) days of termination, County may make them and then invoice Licensee for the costs thereof. Licensee shall pay such invoice within thirty (30) calendar days after receipt.

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

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

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

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

Agreement may be verbal notice that shall be promptly confirmed in writing in accordance with Section 8 of this Agreement.

SECTION 8. NOTICES

Whenever any party desires or is required to give notice to another, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, together with a contemporaneous email, addressed to the party for whom it is intended at the place last specified in this section. The manner in which and persons to whom notice shall be provided will remain the same unless and until changed in writing in accordance with this section. The Parties respectively designate the following persons for receipt and issuance of notice:

FOR COUNTY:
Assistant Director, Broward County Highway Construction and Engineering Division
1 N University Dr, Ste 300B
Plantation, FL 33324-2038
Email: bterrier@broward.org

FOR LICENSEE:
Chief Real Estate LLC
Attn: Carson Kutuchief
1611 SE 11 ST
Fort Lauderdale, FL 33316
Email: carsonkutuchief@gmail.com

FOR CITY:
City of Fort Lauderdale
Attn: Christopher J. Lagerbloom, City Manager
100 N Andrews Avenue, 7th Floor
Fort Lauderdale, FL 33301
954-828-5013
Email: CLagerbloom@fortlauderdale.gov

SECTION 9. INDEMNIFICATION

9.1. Licensee shall indemnify and hold harmless County, and all of County's, past, present, and future 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 then 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 an Indemnified

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

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

9.3. County and City are entities subject to Section 768.28, Florida Statutes, as may be amended from time to time, and agree to be fully responsible for the negligent or wrongful acts and omissions of their respective agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement or any other contract.

9.4. The provisions of this Section 9 shall survive the expiration or earlier termination of this Agreement.

SECTION 10. INSURANCE

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

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

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

10.4. Licensee shall ensure that all insurance coverages required by this section 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 Contract Administrator. 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 section.

10.5. 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.

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

10.7. Licensee shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit E and submit to County for approval at least fifteen (15) days prior to the Effective Date or commencement of the Improvements. Licensee shall be solely responsible for and shall pay any 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.

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

10.9. If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in Exhibit E; and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date, Licensee must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in Exhibit E.

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

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

10.12. City is a governmental entity and is fully responsible for the negligent or wrongful acts and omissions of its agents or employees, subject to any applicable limitations of Section 768.28, Florida Statutes.

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

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

10.15. The foregoing requirements shall apply to City's self-insurance, if any.

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

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

SECTION 11. MISCELLANEOUS

11.1. Independent Contractor. Licensee and City are each an independent contractor under this Agreement. In performing under this Agreement, neither Licensee, City, nor any of their respective agents shall act as officers, employees, or agents of County. Neither Licensee nor City has the power or right to bind County to any obligation not expressly undertaken by County under this Agreement.

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

11.3. Assignment and Performance. Neither this Agreement nor any right or interest herein may be assigned, transferred, or encumbered by Licensee or City, except to successors in interest taking title to Licensee's Burdened Property, without the prior written consent of County, which consent may be withheld in County's sole discretion. Licensee and City each represent that each person and entity that will perform services under this Agreement is duly qualified to perform

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

11.4. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. County's failure to enforce any provision of this Agreement will not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement will not be deemed a waiver of any subsequent breach and will not be construed to be a modification of the terms of this Agreement.

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

11.6. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter. It may not be modified or terminated except as provided in this Agreement. If any provision is deemed invalid by a court of competent jurisdiction, it shall be considered severed from this Agreement, and such severance shall not invalidate the remaining provisions.

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

11.8. Interpretation. The headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement include the other gender, and the singular includes the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section of this Agreement, such reference is to the section as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection.

11.9. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any Exhibit attached hereto or referenced or incorporated herein and any provision in this Agreement, the provisions contained in this Agreement shall prevail and be given effect.

11.10. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement will be interpreted and construed in accordance with and governed by the laws of the State of Florida. The Parties agree that the exclusive venue for litigation 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 Parties agree that the exclusive venue for 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, LICENSEE, CITY, AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

11.11. Amendments. No modification, amendment, or alteration in the terms or conditions contained herein will be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Parties.

11.12. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

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

11.14. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which will be deemed to be an original, but all of which, taken together, will constitute one and the same agreement.

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

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

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

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

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

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of _____, 20__, Chief Real Estate LLC, signing by and through its _____, authorized to execute same, and City of Fort Lauderdale, signing by and through its _____, duly authorized to execute same.

County

ATTEST:

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

BROWARD COUNTY, by and through
its Board of County Commissioners

By_____
Mayor/Vice-Mayor

____ day of _____, 20__

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_____
Al A DiCalvo (Date)
Senior Assistant County Attorney

By_____
Michael J. Kerr (Date)
Deputy County Attorney

AAD
Chief Real Estate LLC (SoFlo PT) Tri-PartyRLA-2021-03-SE 3rd Avenue_v2Final-2022-0414
4/14/22

REVOCABLE LICENSE AGREEMENT BETWEEN BROWARD COUNTY, CHIEF REAL ESTATE LLC, AND THE CITY OF FORT LAUDERDALE

Licensee

WITNESSES:

CHIEF REAL ESTATE LLC

_____
Signature

By_____
Authorized Signor

_____
Print Name

_____
(Print Name and Title)

_____
Signature

____ day of _____, 20___

_____
Print Name

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20___, by _____ (Name and Title) of Chief Real Estate LLC, a Florida limited liability company, on behalf of the company. He/she is personally known to me or who has produced _____ as identification.

(SEAL)

_____

Print Name: _____

My Commission Expires: _____

Serial No., if any: _____

REVOCABLE LICENSE AGREEMENT BETWEEN BROWARD COUNTY, CHIEF REAL ESTATE LLC, AND THE CITY OF FORT LAUDERDALE

City

ATTEST:

_____
City Clerk

_____
(Print or Type Name)

(SEAL)

CITY OF FORT LAUDERDALE

By _____
Mayor-Commissioner

_____
(Print or Type Name)

____ day of _____, 20___

_____
City Manager

_____
(Print or Type Name)

APPROVED AS TO LEGAL FORM:

By _____
City Attorney

EXHIBIT A

DESCRIPTION:

LOTS 6, 7, AND 8, BLOCK 4, TARPON RIVER PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, PAGE 44, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LESS THAT PART OF LOTS 7 AND 8, BLOCK 4 OF TARPON RIVER PARK, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE TANGENT INTERSECTION OF THE NORTH AND EAST BOUNDARIES OF SAID LOT 7; THENCE SOUTHERLY 48.80 FEET TO A **POINT OF BEGINNING** ON THE WEST RIGHT OF WAY LINE OF DEDICATED S.E. 3RD AVENUE; THENCE CONTINUE SOUTHERLY ALONG SAID RIGHT OF WAY LINE OF S.E. 3RD AVENUE 107.61 FEET TO THE BEGINNING OF A CIRCULAR ARC CONCAVE TO THE NORTHWEST; THENCE SOUTHWESTERLY ALONG SAID ARC HAVING A CENTRAL ANGLE OF 61°41'44" AND A RADIUS OF 25 FEET, A DISTANCE OF 26.94 FEET TO THE END OF SAID ARC AND A POINT OF INTERSECTION WITH A CIRCULAR ARC CONCAVE TO THE SOUTHEAST; THENCE NORTHEASTERLY ALONG SAID ARC HAVING A CENTRAL ANGLE OF 4°26'19" AND A RADIUS OF 1159.98 FEET, A DISTANCE OF 89.85 FEET TO A POINT OF REVERSE CURVATURE AND THE BEGINNING OF A CIRCULAR ARC CONCAVE TO THE NORTHWEST; THENCE CONTINUE NORTHEASTERLY ALONG THE LAST-MENTIONED ARC HAVING A CENTRAL ANGLE OF 2°08'48" AND A RADIUS OF 1079.98 FEET, AN ARC DISTANCE OF 40.46 FEET TO ITS INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF S.E. 3RD AVENUE AND THE **POINT OF BEGINNING**.

AND LESS:

A PARCEL OF LAND LYING IN LOT 7, BLOCK 4, TARPON RIVER PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, PAGE 44, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND WITHIN SECTION 10, TOWNSHIP 50 SOUTH, RANGE 42 EAST, CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHERLY MOST NORTHEAST CORNER OF LOT 7, BLOCK 4, TARPON RIVER PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, PAGE 44, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE S.01°40'40"E., ALONG THE WEST RIGHT-OF-WAY LINE OF S.E. 3RD AVENUE AND THE EAST LINE OF SAID BLOCK 4, AS SHOWN ON SAID PLAT, A DISTANCE OF 4.97 FEET; THENCE N.46°30'40"W., A DISTANCE OF 42.30 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF S.E. 9TH STREET AND NORTH LINE OF SAID BLOCK 4; THENCE N.88°39'20"E., ALONG SAID SOUTH RIGHT-OF-WAY LINE AND NORTH LINE OF BLOCK 4, A DISTANCE 4.97 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, WITH A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE AND NORTHERLY LINE OF SAID BLOCK 4, THROUGH A CENTRAL ANGLE OF 89°40'00", A DISTANCE OF 39.12 FEET TO THE **POINT OF BEGINNING**.

AND ALSO LESS:

A PARCEL OF LAND LYING IN LOT 8, BLOCK 4, TARPON RIVER PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, PAGE 44, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND WITHIN SECTION 10, TOWNSHIP 50 SOUTH, RANGE 42 EAST, CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHERLY MOST SOUTHEAST CORNER OF LOT 8, BLOCK 4, TARPON RIVER PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, PAGE 44, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE S.73°16'20"W., ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF S.E. 10TH STREET AND SOUTH LINE OF SAID BLOCK 4, AS SHOWN ON SAID PLAT, A DISTANCE OF 15.98 FEET; THENCE N.37°54'43"E., A DISTANCE OF 34.72 FEET TO A POINT ON THE WESTERLY LINE OF THE ADDITIONAL RIGHT-OF-WAY PER OFFICIAL RECORDS BOOK 2166, PAGE 221, OF SAID PUBLIC RECORDS, AND A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE EAST, WITH A RADIUS OF 1159.98 FEET AND A RADIAL BEARING OF S.87°26'54"E., AT SAID INTERSECTION; THENCE SOUTHERLY ALONG SAID WESTERLY LINE OF THE ADDITIONAL RIGHT-OF-WAY AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°00'49", A DISTANCE OF 20.52 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF S.E. 10TH STREET AS SHOWN ON SAID PLAT AND A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE NORTH, WITH A RADIUS OF 25.00 FEET AND A RADIAL BEARING OF N.29°58'56"W., AT SAID INTERSECTION; THENCE SOUTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF S.E. 10TH STREET AND SOUTH LINE OF SAID BLOCK 4, AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°15'16", A DISTANCE OF 5.78 FEET TO THE **POINT OF BEGINNING**.

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

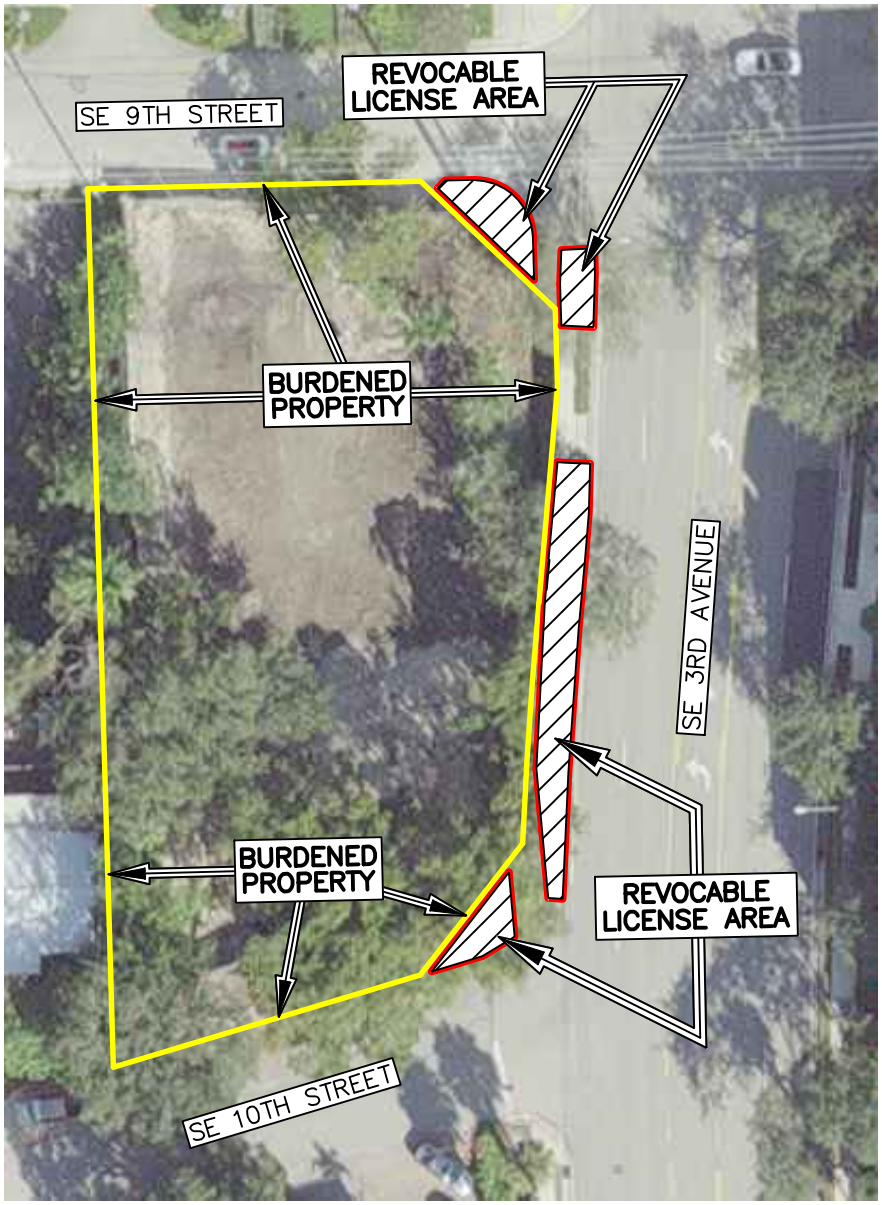
LOCATION MAP

Revocable License Agreement between Broward County and Chief Real Estate LLC and the City of Fort Lauderdale.
Broward County Reference No. 200909001

SECTION 10, TOWNSHIP 50 SOUTH, RANGE 42 EAST

NORTH

EXHIBIT B



LEGEND:

REVOCABLE LICENSE AREA

BURDENED PROPERTY

SHEET 1 OF 1

Scale:	Drawn by:	Date:	Checked by:	Date:	File Location:
Not To Scale	JSH	02/14/22	CAD	02/14/22	E:\RW\Location Maps\AGREEMENTS\RLA-2021-03.dwg

BROWARD COUNTY HIGHWAY CONSTRUCTION & ENGINEERING DIVISION

EXHIBIT B

DESCRIPTION:

A PARCEL OF LAND LYING IN A PORTION OF LOT 7, TARPON RIVER PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, PAGE 44, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND LYING WITHIN SECTION 10, TOWNSHIP 50 SOUTH, RANGE 42 EAST, CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 7, BLOCK 4, TARPON RIVER PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, PAGE 44, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE N.88°39'20"E., ALONG THE SOUTH RIGHT-OF-WAY LINE OF S.E. 9TH STREET AND THE NORTH LINE OF SAID BLOCK 4, A DISTANCE OF 34.81 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUE N.88°39'20"E., ALONG SAID SOUTH RIGHT-OF-WAY LINE OF S.E. 9TH STREET AND SAID NORTH LINE OF BLOCK 4, A DISTANCE OF 0.33 FEET TO A POINT OF NON-TANGENT CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 18.22 FEET, THE RADIUS POINT OF SAID CURVE BEARS S.02°14'14"E. AT SAID INTERSECTION; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 92°33'52", A DISTANCE OF 29.44 FEET TO A NON-TANGENT INTERSECTION; THENCE S.02°50'43"W., A DISTANCE OF 4.28 FEET; THENCE N.46°30'40"W., A DISTANCE OF 29.25 FEET; THENCE N.41°29'30"E., A DISTANCE OF 3.27 FEET TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE OF S.E. 9TH STREET AND SAID NORTH LINE OF BLOCK 4, SAID POINT ALSO BEING THE **POINT OF BEGINNING**.

CONTAINING: 196.00 SQUARE FEET OR 0.004 ACRES MORE OR LESS.

1. THIS IS NOT A SURVEY.

2. THIS SKETCH REFLECTS ALL EASEMENTS AND RIGHTS-OF-WAY AS SHOWN ON THE ABOVE REFERENCED PLAT. THE SUBJECT PROPERTY WAS NOT ABSTRACTED FOR OTHER EASEMENTS, ROAD RESERVATIONS OR RIGHTS-OF-WAY OF RECORD BY GEOPOINT SURVEYING, INC.

3. BEARINGS ARE BASED ON THE CENTERLINE OF S.E. 9TH STREET, HAVING A BEARING OF N.88°39'20"E. PER PLAT BOOK 15, PAGE 44, BROWARD COUNTY RECORDS.

4. ALL DOCUMENTS REFERENCED HEREIN ARE FOUND OR REFERENCED THEMSELVES TO THE PUBLIC RECORDS OF BROWARD COUNTY PUBLIC RECORDS.

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

LEGEND

P.O.C.	-- POINT OF COMMENCEMENT	R/W	-- RIGHT-OF-WAY
P.O.B.	-- POINT OF BEGINNING	℄	-- CENTER LINE ROAD
P.B.	-- PLAT BOOK	R	-- RADIUS
PG./PG(s)	-- PAGE(s)	L	-- ARC LENGTH
O.R.B.	-- OFFICIAL RECORDS BOOK	D	-- DELTA (CENTRAL ANGLE)
B.C.R.	-- BROWARD COUNTY RECORDS		

REVOCABLE LICENSE AREA (N1)
SKETCH AND DESCRIPTION

REVISIONS

No.	Date	Description	Dwn.
1	03/09/22	COUNTY COMMENTS	GAR

Sheet No. 01 of 02 Sheets

Prepared For: FLYNN ENGINEERING

Last Date of Field Survey: N/A

SURVEYOR'S CERTIFICATE

This certifies that this Sketch and Description was made under my supervision and meets the Standards of Practice set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17.050, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Digitally signed by Gary Rager
DN: c=US, st=Florida, l=Tampa, o=GeoPoint Surveying, Inc., ou=Professional Surveyor and Mapper, cn=Gary Rager, email=GaryR@geopointsurvey.com
Date: 2022.03.09 12:07:59 -05'00'

Gary Rager

Gary A. Rager
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS4828

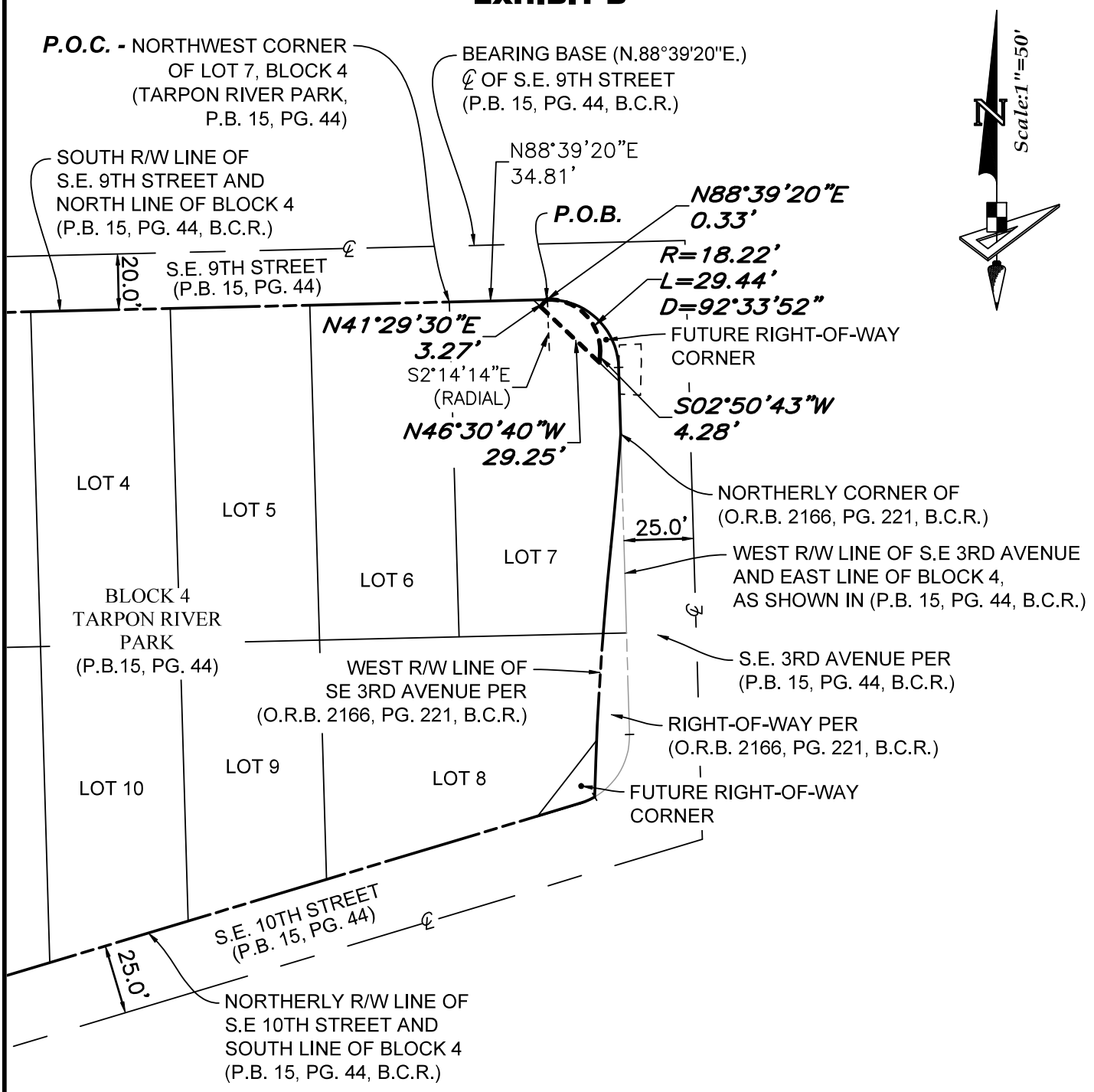
NOT VALID WITHOUT THE DIGITAL SIGNATURE AND / OR THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

GeoPoint Surveying, Inc.
4152 W. Blue Heron Blvd.
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Phone: (561) 444-2720
www.geopointsurvey.com
Licensed Business Number LB 7768

Drawn: SWM	Date: 05/05/21	Data File: ~~~~~~~~	
Check: GAR	P.C.: N/A	Field Book: ~~~/~~~	
Section: 10 Twn. 50S Rng. 42E		Job #: SoFLO_RL1 Ease	

DWG NAME: W:\SOFLO PHYSICAL THERAPY & SPORT REHAB\SURVEY\SOFLO-REV LIC-N1.DWG PLOTTED BY: DAKOTA CHURCH ON: 3/9/2022 11:02 AM LAST SAVED BY: DAKOTAC ON: 3/9/2022 11:01 AM

EXHIBIT B



REVOCABLE LICENSE AREA (N1)
SKETCH AND DESCRIPTION

REVISIONS			
No.	Date	Description	Dwn.
1	03/09/22	COUNTY COMMENTS	GAR

Sheet No. 02 of 02 Sheets

Prepared For: FLYNN ENGINEERING

Last Date of Field Survey: N/A

NOT VALID WITHOUT THE DIGITAL SIGNATURE AND / OR THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

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Drawn:SWM	Date: 05/05/21	Data File: ~~~~~~~~	
Check:GAR	P.C.: N/A	Field Book: ~~~/~~~	
Section: 10 Twn. 50S Rng. 42E		Job #:SoFLO_RL1 Ease	

DWG NAME: W:\SOFLO PHYSICAL THERAPY & SPORT REHAB\SURVEY\SOFLO-REV LIC-N1.DWG PLOTTED BY: DAKOTA CHURCH ON: 3/9/2022 11:02 AM LAST SAVED BY: DAKOTAC ON: 3/9/2022 11:01 AM

EXHIBIT B

DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF S.E. 3RD AVENUE, AS DEDICATED PER TARPON RIVER PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 15, PAGE 44, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND LYING WITHIN SECTION 10, TOWNSHIP 50 SOUTH, RANGE 42 EAST, CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHERLY MOST NORTHEAST CORNER OF LOT 7, BLOCK 4, TARPON RIVER PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, PAGE 44, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE N.01°42'12"E., A DISTANCE OF 7.99 FEET; THENCE N.87°27'10"E., A DISTANCE OF 7.73 FEET; THENCE S.01°19'06"E., A DISTANCE OF 6.07 FEET; THENCE S.01°26'40"W., A DISTANCE OF 12.35 FEET; THENCE N.87°09'07"W., A DISTANCE OF 7.52 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF S.E. 3RD AVENUE AND EAST LINE OF SAID BLOCK 4, AS SHOWN ON SAID PLAT; THENCE N.01°40'40"W., ALONG SAID WEST RIGHT-OF-WAY LINE AND EAST LINE OF SAID BLOCK 4, A DISTANCE OF 9.58 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 141.00 SQUARE FEET OR 0.003 ACRES MORE OR LESS.

1. THIS IS NOT A SURVEY.

2. THIS SKETCH REFLECTS ALL EASEMENTS AND RIGHTS-OF-WAY AS SHOWN ON THE ABOVE REFERENCED PLAT. THE SUBJECT PROPERTY WAS NOT ABSTRACTED FOR OTHER EASEMENTS, ROAD RESERVATIONS OR RIGHTS-OF-WAY OF RECORD BY GEOPOINT SURVEYING, INC.

3. BEARINGS ARE BASED ON THE CENTERLINE OF S.E. 9TH STREET, HAVING A BEARING OF N.88°39'20"E. PER PLAT BOOK 15, PAGE 44, BROWARD COUNTY RECORDS.

4. ALL DOCUMENTS REFERENCED HEREIN ARE FOUND OR REFERENCED THEMSELVES TO THE PUBLIC RECORDS OF BROWARD COUNTY PUBLIC RECORDS.

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

LEGEND

P.O.C.	-- POINT OF COMMENCEMENT	R/W	-- RIGHT-OF-WAY
P.O.B.	-- POINT OF BEGINNING	℄	-- CENTER LINE ROAD
P.B.	-- PLAT BOOK	R	-- RADIUS
PG./PG(s)	-- PAGE(s)	L	-- ARC LENGTH
O.R.B.	-- OFFICIAL RECORDS BOOK	D	-- DELTA (CENTRAL ANGLE)
B.C.R.	-- BROWARD COUNTY RECORDS		

REVOCABLE LICENSE AREA (N2)
SKETCH AND DESCRIPTION

REVISIONS			
No.	Date	Description	Dwn.
1	6-21-21	Address County Comments	GAR
2	10-14-21	Future Right-of-Way	GAR
3	03-09-22	Address County Comments	GAR

Sheet No. 01 of 02 Sheets

Prepared For: FLYNN ENGINEERING

Last Date of Field Survey: N/A

SURVEYOR'S CERTIFICATE

This certifies that this Sketch and Description was made under my supervision and meets the Standards of Practice set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17.050, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Gary Rager

Digitally signed by Gary Rager
DN: c=US, st=Florida, l=Tampa, o=GeoPoint Surveying, Inc., ou=Professional Surveyor and Mapper, cn=Gary Rager, email=GaryR@geopointsurvey.com
Date: 2022.03.09 12:08:56 -05'00'

Gary A. Rager
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. **LS4828**

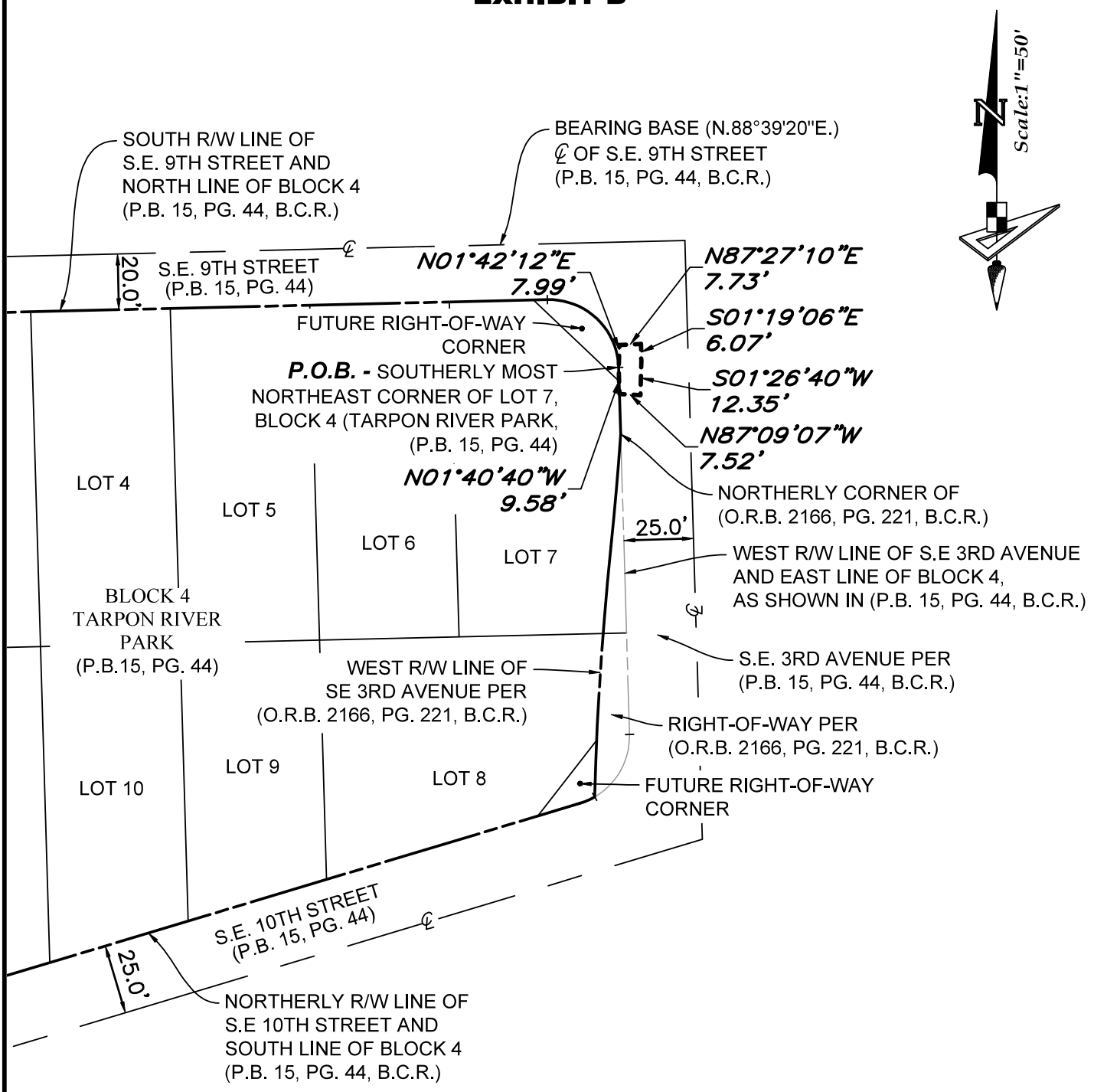
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Licensed Business Number LB 7768

Drawn: SWM	Date: 05/05/21	Data File: ~~~~~~~~	
Check: GAR	P.C.: N/A	Field Book: ~~~/~~~	
Section: 10 Twn. 50S Rng. 42E		Job #: SoFLO_RL1 Ease	

DWG NAME: W:\SOFLO PHYSICAL THERAPY & SPORT REHAB\SURVEY\SOFLO-REV LIC-N2.DWG PLOTTED BY: DAKOTA CHURCH ON: 3/9/2022 11:02 AM LAST SAVED BY: DAKOTAC ON: 3/9/2022 11:02 AM

EXHIBIT B



REVOCABLE LICENSE AREA (N2)
SKETCH AND DESCRIPTION

REVISIONS			
No.	Date	Description	Dwn.
1	6-21-21	Address County Comments	GAR
2	10-14-21	Future Right-of-Way	GAR
3	03-09-22	Address County Comments	GAR

Sheet No. 02 of 02 Sheets

Prepared For: FLYNN ENGINEERING

Last Date of Field Survey: N/A

NOT VALID WITHOUT THE DIGITAL SIGNATURE AND / OR THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

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Drawn: SWM	Date: 05/05/21	Data File: ~~~~~~~~	
Check: GAR	P.C.: N/A	Field Book: ~~~/~~~	
Section: 10 Twn. 50S Rng. 42E		Job #: SoFLO_RL1 Ease	

DWG NAME: W:\SOFLO PHYSICAL THERAPY & SPORT REHAB\SURVEY\SOFLO-REV LIC-N2.DWG PLOTTED BY: DAKOTA CHURCH ON: 3/9/2022 11:02 AM LAST SAVED BY: DAKOTAC ON: 3/9/2022 11:02 AM

EXHIBIT B

DESCRIPTION:

A PARCEL OF LAND LYING IN LOTS 7 AND 8, BLOCK 4, AND BEING A PORTION OF S.E. 3RD AVENUE, AS DEDICATED PER TARPON RIVER PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, PAGE 44, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND LYING WITHIN SECTION 10, TOWNSHIP 50 SOUTH, RANGE 42 EAST, CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHERLY MOST NORTHEAST CORNER OF LOT 7, BLOCK 4, TARPON RIVER PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, PAGE 44, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE S.01°40'40"E., ALONG THE WEST RIGHT-OF-WAY LINE OF S.E. 3RD AVENUE AND EAST LINE OF SAID BLOCK 4, AS SHOWN ON SAID PLAT, A DISTANCE OF 23.95 FEET TO THE NORTHERLY CORNER OF THE ADDITIONAL RIGHT-OF-WAY PER OFFICIAL RECORDS BOOK 2261, PAGE 221, OF SAID PUBLIC RECORDS; THENCE CONTINUE S.01°40'40"E., ALONG SAID WEST RIGHT-OF-WAY LINE AND THE EASTERLY LINE OF SAID ADDITIONAL RIGHT-OF-WAY, A DISTANCE OF 17.74 FEET TO THE **POINT OF BEGINNING**; THENCE S.87°09'07"E., A DISTANCE OF 5.77 FEET; THENCE S.01°26'40"W., A DISTANCE OF 11.40 FEET; THENCE S.04°34'40"W., A DISTANCE OF 11.08 FEET; THENCE S.05°21'01"W., A DISTANCE OF 16.34 FEET; THENCE S.04°05'07"W., A DISTANCE OF 33.58 FEET; THENCE S.02°37'49"W., A DISTANCE OF 29.71 FEET; THENCE N.87°00'31"W., A DISTANCE OF 3.37 FEET; THENCE N.05°09'47"W., A DISTANCE OF 30.42 FEET; THENCE N.02°50'53"E., A DISTANCE OF 41.60 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID ADDITIONAL RIGHT-OF-WAY, AND A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE EAST WITH A RADIUS OF 1159.98 FEET, AND A RADIAL BEARING OF S.84°23'26"E. AT SAID INTERSECTION; THENCE NORTHERLY, ALONG SAID WESTERLY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°22'03", A DISTANCE OF 7.44 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE WEST, WITH A RADIUS OF 1079.98 FEET; THENCE NORTHERLY, ALONG SAID WESTERLY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°13'03", A DISTANCE OF 22.95 FEET TO A NON-TANGENT INTERSECTION; THENCE S.87°09'07"E., A DISTANCE OF 1.83 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 746.00 SQUARE FEET OR 0.017 ACRES MORE OR LESS.

1. *THIS IS NOT A SURVEY.*

2. *THIS SKETCH REFLECTS ALL EASEMENTS AND RIGHTS-OF-WAY AS SHOWN ON THE ABOVE REFERENCED PLAT. THE SUBJECT PROPERTY WAS NOT ABSTRACTED FOR OTHER EASEMENTS, ROAD RESERVATIONS OR RIGHTS-OF-WAY OF RECORD BY GEOPOINT SURVEYING, INC.*

3. *BEARINGS ARE BASED ON THE CENTERLINE OF S.E. 9TH STREET, HAVING A BEARING OF N.88°39'20"E. PER PLAT BOOK 15, PAGE 44, BROWARD COUNTY RECORDS.*

4. *ALL DOCUMENTS REFERENCED HEREIN ARE FOUND OR REFERENCED THEMSELVES TO THE PUBLIC RECORDS OF BROWARD COUNTY PUBLIC RECORDS.*

5. *NOT VALID WITHOUT THE DIGITAL SIGNATURE AND / OR THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.*

LEGEND

P.O.C.	-- POINT OF COMMENCEMENT	R/W	-- RIGHT-OF-WAY
P.O.B.	-- POINT OF BEGINNING	℄	-- CENTER LINE ROAD
P.B.	-- PLAT BOOK	R	-- RADIUS
PG./PG(s)	-- PAGE(s)	L	-- ARC LENGTH
O.R.B.	-- OFFICIAL RECORDS BOOK	D	-- DELTA (CENTRAL ANGLE)
B.C.R.	-- BROWARD COUNTY RECORDS		

REVOCABLE LICENSE AREA (S1)
SKETCH AND DESCRIPTION

REVISIONS

No.	Date	Description	Dwn.
1	6-21-21	Address County Comments	GAR
2	10-14-21	Future Right-of-Way	GAR
3	03-09-22	Address County Comments	GAR

Sheet No. 01 of 02 Sheets

Prepared For: FLYNN ENGINEERING

Last Date of Field Survey: N/A

SURVEYOR'S CERTIFICATE

This certifies that this Sketch and Description was made under my supervision and meets the Standards of Practice set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17.050, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Gary Rager

Digitally signed by Gary Rager
DN: c=US, st=Florida, l=Tampa, o=GeoPoint Surveying, Inc., ou=Professional Surveyor and Mapper, cn=Gary Rager, email=GaryR@geopointsurvey.com
Date: 2022.03.09 12:06:56 -05'00'

Gary A. Rager **LS4828**

FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO.

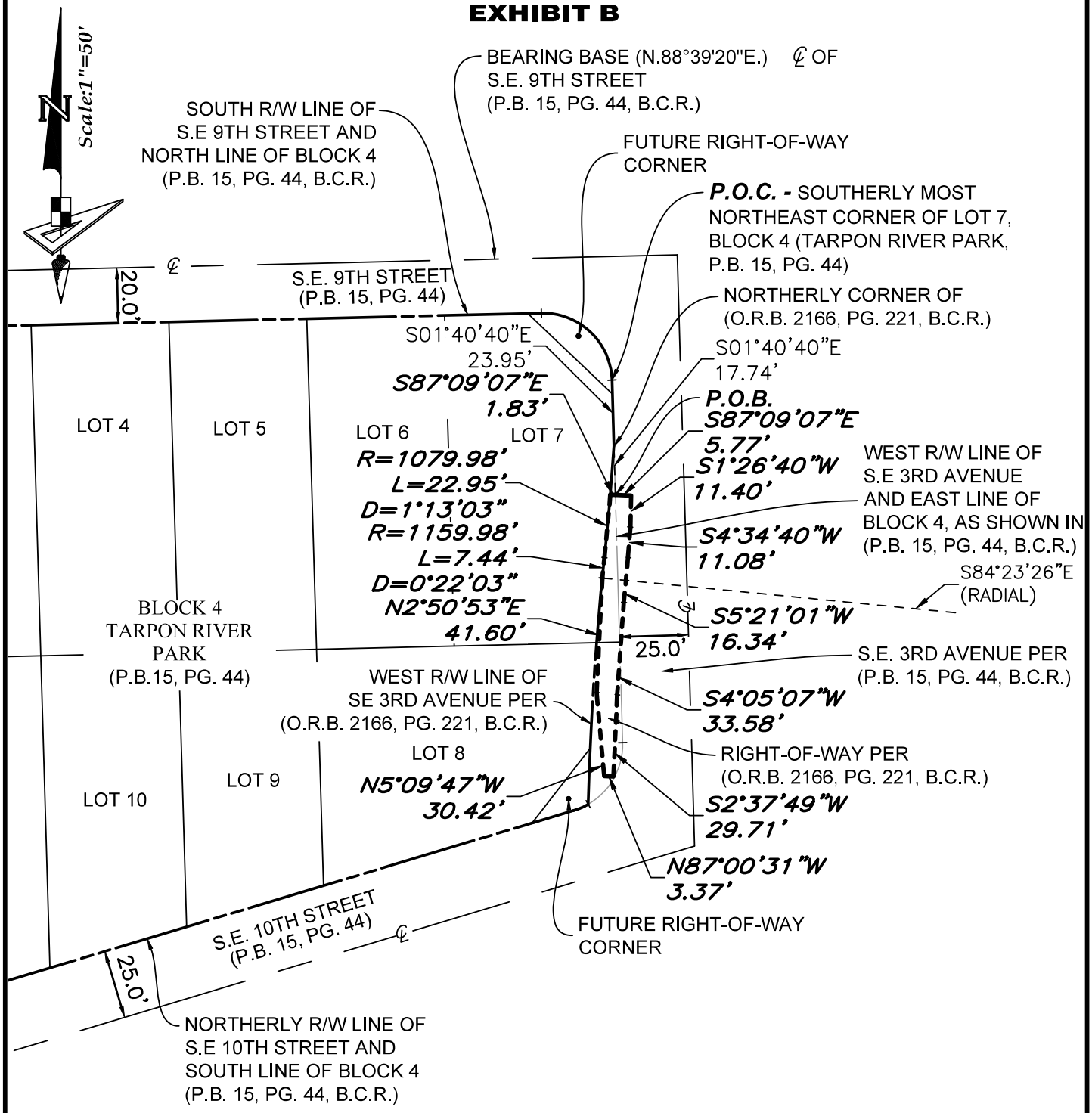
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Drawn: SWM	Date: 05/05/21	Data File: ~~~~~~~~	
Check: GAR	P.C.: N/A	Field Book: ~~~/~~~	
Section: 10 Twn. 50S Rng. 42E		Job #: SoFLO_RL2 Ease	

DWG NAME: W:\SOFLO PHYSICAL THERAPY & SPORT REHAB\SURVEY\SOFLO-REV LIC-S1.DWG PLOTTED BY: DAKOTA CHURCH ON: 3/9/2022 11:02 AM LAST SAVED BY: GARYR ON: 3/9/2022 10:08 AM

EXHIBIT B



REVOCABLE LICENSE AREA (S1)
SKETCH AND DESCRIPTION

REVISIONS			
No.	Date	Description	Dwn.
1	6-21-21	Address County Comments	GAR
2	10-14-21	Future Right-of-Way	GAR
3	03-09-22	Address County Comments	GAR

Sheet No. 02 of 02 Sheets

Prepared For: FLYNN ENGINEERING

Last Date of Field Survey: N/A

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GeoPoint Surveying, Inc.
4152 W. Blue Heron Blvd.
Suite 105
Riviera Beach, FL 33404
Phone: (561) 444-2720
www.geopointsurvey.com
Licensed Business Number LB 7768

Drawn: SWM	Date: 05/05/21	Data File: ~~~~~~~~	
Check: GAR	P.C.: N/A	Field Book: ~~~/~~~	
Section: 10 Twn. 50S Rng. 42E		Job #: SoFLO_RL2 Ease	

DWG NAME: W:\SOFLO PHYSICAL THERAPY & SPORT REHAB\SURVEY\SOFLO-REV LIC-S1.DWG PLOTTED BY: DAKOTA CHURCH ON: 3/9/2022 11:02 AM LAST SAVED BY: GARYR ON: 3/9/2022 10:08 AM

EXHIBIT B

DESCRIPTION:

A PARCEL OF LAND LYING IN LOT 8, BLOCK 4, TARPON RIVER PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, PAGE 44, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND LYING WITHIN SECTION 10, TOWNSHIP 50 SOUTH, RANGE 42 EAST, CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHERLY MOST SOUTHEAST CORNER OF LOT 8, BLOCK 4, TARPON RIVER PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, PAGE 44, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE S.73°16'20"W., ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF S.E. 10TH STREET AND SOUTH LINE OF SAID BLOCK 4, AS SHOWN ON SAID PLAT, A DISTANCE OF 3.56 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUE S.73°16'20"W., ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF S.E. 10TH STREET AND SAID SOUTH LINE OF BLOCK 4, A DISTANCE OF 12.42 FEET; THENCE N.37°54'43"E., A DISTANCE OF 30.54 FEET; THENCE S.05°09'47"E., A DISTANCE OF 15.50 FEET; THENCE S.58°26'00"W., A DISTANCE OF 9.71 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF S.E. 10TH STREET AND SOUTH LINE OF SAID BLOCK 4, AS SHOWN ON SAID PLAT, SAID POINT ALSO BEING THE **POINT OF BEGINNING**.

CONTAINING: 177.00 SQUARE FEET OR 0.004 ACRES, MORE OR LESS.

1. THIS IS NOT A SURVEY.

2. THIS SKETCH REFLECTS ALL EASEMENTS AND RIGHTS-OF-WAY AS SHOWN ON THE ABOVE REFERENCED PLAT. THE SUBJECT PROPERTY WAS NOT ABSTRACTED FOR OTHER EASEMENTS, ROAD RESERVATIONS OR RIGHTS-OF-WAY OF RECORD BY GEOPOINT SURVEYING, INC.

3. BEARINGS ARE BASED ON THE CENTERLINE OF S.E. 9TH STREET, HAVING A BEARING OF N.88°39'20"E. PER PLAT BOOK 15, PAGE 44, BROWARD COUNTY RECORDS.

4. ALL DOCUMENTS REFERENCED HEREIN ARE FOUND OR REFERENCED THEMSELVES TO THE PUBLIC RECORDS OF BROWARD COUNTY PUBLIC RECORDS.

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

LEGEND

P.O.C.	-- POINT OF COMMENCEMENT	R/W	-- RIGHT-OF-WAY
P.O.B.	-- POINT OF BEGINNING	℄	-- CENTER LINE ROAD
P.B.	-- PLAT BOOK	R	-- RADIUS
PG./PG(s)	-- PAGE(s)	L	-- ARC LENGTH
O.R.B.	-- OFFICIAL RECORDS BOOK	D	-- DELTA (CENTRAL ANGLE)
B.C.R.	-- BROWARD COUNTY RECORDS		

REVOCABLE LICENSE AREA (S2)
SKETCH AND DESCRIPTION

REVISIONS			
No.	Date	Description	Dwn.
1	03-09-22	COUNTY COMMENTS	GAR

Sheet No. 01 of 02 Sheets

Prepared For: FLYNN ENGINEERING

Last Date of Field Survey: N/A

SURVEYOR'S CERTIFICATE

This certifies that this Sketch and Description was made under my supervision and meets the Standards of Practice set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17.050, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Gary Rager

Digitally signed by Gary Rager
DN: c=US, st=Florida, l=Tampa, o=GeoPoint Surveying, Inc., ou=Professional Surveyor and Mapper, cn=Gary Rager, email=GaryR@geopointsurvey.com
Date: 2022.03.09 12:09:53 -05'00'

Gary A. Rager LS4828

FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO.

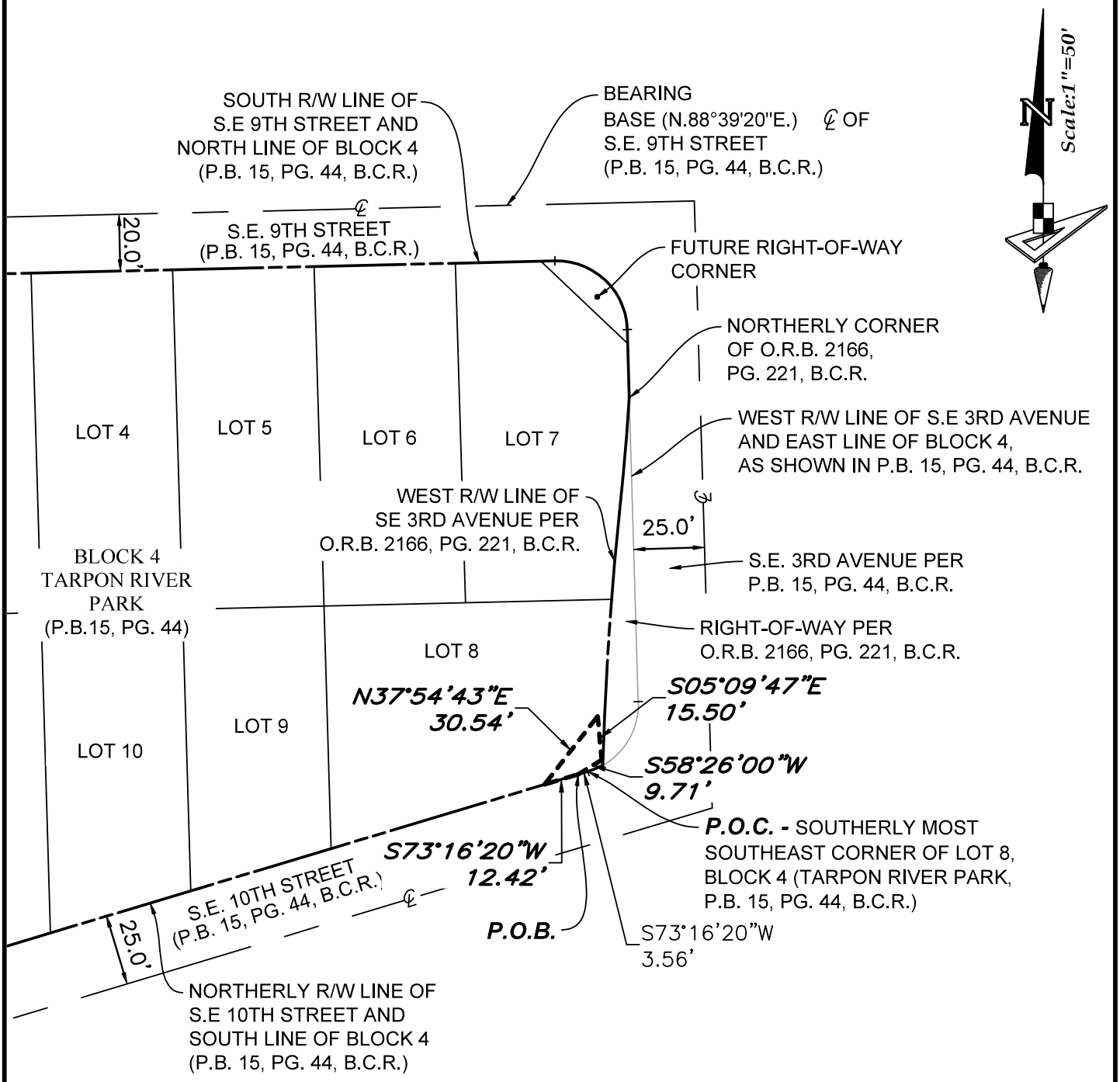
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Section: 10 Twn. 50S Rng. 42E		Job #: SoFLO_RL2 Ease	

DWG NAME: W:\SOFLO PHYSICAL THERAPY & SPORT REHAB\SURVEY\SOFLO-REV LIC-S2.DWG PLOTTED BY: GARY RAGER ON: 3/9/2022 10:08 AM LAST SAVED BY: GARYR ON: 3/9/2022 10:00 AM

EXHIBIT B



REVOCABLE LICENSE AREA (S2)
SKETCH AND DESCRIPTION

REVISIONS			
No.	Date	Description	Dwn.
1	03-09-22	COUNTY COMMENTS	GAR

Sheet No. 02 of 02 Sheets

Prepared For: FLYNN ENGINEERING

Last Date of Field Survey: N/A

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EXHIBIT C

Revocable License Agreement between Broward County, Chief Real Estate LLC, a Florida limited liability company, and the City of Fort Lauderdale for the installation of improvements within county right-of-way on the west side of SE 3rd Avenue in the City of Fort Lauderdale.

SCOPE OF IMPROVEMENTS:

This Revocable License Agreement authorizes the installation of landscaping and irrigation improvements within County right-of-way for a total of approximately 120 linear feet on the west side of SE 3rd Avenue, south of SE 9th Street and north of SE 10th Street, as shown on Exhibit B, in the City of Fort Lauderdale.

All work will be according to the approved plans that are on file in Broward County Highway Construction and Engineering Division's Paving and Drainage Section. A full-sized set of plans are on file with the Broward County Highway Construction and Engineering Division under Project Reference No. 200909001.

NOTES:

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

Broward County NatureScape program information can be found at:
http://www.broward.org/NatureScape/Pages/Default.aspx

Florida-Friendly Landscaping principles and information can be found at:
http://floridayards.org

EXHIBIT D

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

General Requirements

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

Landscaping

- Fertilize all vegetation on a routine timeframe to meet the requirement of each plant species.
- Maintain all vegetation free from disease and harmful insects as possible.
  Mulch the vegetation beds and keep them free from weeds.
- 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.
- Cut the grass 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 License 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 License Area.
- Trim all plant material, including ground cover, shrubs, plants, bases of palms and hedges, to maintain a neat and proper appearance.
- Maintain shrubs at a maximum height of twenty-four (24) inches to ensure sight visibility per Florida Department of Transportation / Broward County guidelines.
- Ground cover and 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.
- Trim, prune, and thin all ground cover and shrubs to retain their 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 trimmed material, along with any trash/litter within the Revocable License Area shall be removed from the site.
- Monitor and control undesirable insects and ant mounds.

- **Tree and Palm**

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

- **Tree Fertilization**

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

Irrigation

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

- Maintain irrigation in working order, including the maintenance and replacement of pumps, pipes, and sprinkler heads.
- Adjust all heads for proper operation and direction to prevent spray into or across roadways, walkways, or other vehicular or pedestrian areas.
- Clear grass, debris, or vegetation that may hinder the operation of the sprinkler heads.
- Clear vegetation from around all valve boxes to maintain valve box visibility and access at all times.
- Inspect irrigation system for clogged or improperly set nozzles and spray heads, adjust heads, and replace them as needed.
- Replace broken pipes, solenoids, electric valves, rain sensor heads, and all other related parts that may negatively impact the irrigation system.
- Inspect and refill rust inhibitor tank(s) to prevent the development of rust on hard surfaces impacted by irrigation system.

Pavers

- Damage to pavers that present a visual or physical deficiency must be repaired within thirty (30) days of notification to the Licensee.
- Damage to pavers that present a liability to the County must be repaired within twenty-four (24) hours of notification to the Licensee.
- Paver surfaces must be maintained to meet the Americans with Disabilities Act (ADA) compliance, including no tripping hazards.
- Paver surfaces must be cleaned on a routine basis by an appropriate method to prevent slippery paver surfaces.

Tree Grates/Tree Root Ball/Tree Pit "Surround" Zone

- Tree grates must be maintained and adjusted in a manner appropriate to prevent interference with the growth of the tree's trunk.
- Tree grates must be maintained in a manner appropriate to maintain ADA compliance on any abutting walking surface.
- Damages to tree grates that present a visual or physical deficiency must be repaired within thirty (30) days of notification to the Licensee.
- Damages to tree grates that present a liability to the County must be repaired within twenty-four (24) hours of notification to the Licensee.
- Tree grates must be pressure washed a minimum of once per year or more frequently, when necessary.

EXHIBIT E
INSURANCE REQUIREMENTS

Project: Revocable License Agreement with Chief Real Estate LLC and City of Fort Lauderdale for Installation of Landscaping and Irrigation
Agency: Highway Construction and Engineering Division

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

Digitally signed by COLLEEN A. POUNALL
Date: 2021.07.23 14:22:21 -04'00'

Risk Management Division