

Return recorded copy to:

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

Document prepared by:

Nectaria M. Chakas, Esq.  
Lochrie & Chakas, P.A.  
1401 E. Broward Boulevard, Suite 303  
Ft. Lauderdale, FL 33301

**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

THIS IS AN AGREEMENT made and entered into by and among: BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY,"

400 N.E. Third Avenue, LLC, a Delaware limited liability company, authorized to conduct business in the State of Florida, hereinafter referred to as the "LICENSEE,"

and

City of Fort Lauderdale, a municipal corporation located in Broward County, Florida, organized and existing under the laws of the State of Florida, hereinafter referred to as the "MUNICIPALITY," (collectively referred to as the "Parties").

WHEREAS, LICENSEE is the Owner of property which is described in Exhibit "A," attached hereto and incorporated herein (the "Burdened Parcel"); and

WHEREAS, Broward County is the jurisdiction that owns and controls the right-of-way for NE 3rd Avenue, which is adjacent to the Burdened Parcel; and

WHEREAS, LICENSEE seeks the non-exclusive access and use of a portion of said right-of-way described in Exhibit "B," attached hereto and incorporated herein (the "Property"); and

WHEREAS, COUNTY is willing to permit the non-exclusive access and use of a portion of said Property; and

WHEREAS, MUNICIPALITY, by motion of its governing body adopted on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, has approved the acceptance of the responsibility, should LICENSEE fail to comply with the terms of this Agreement, for the ongoing maintenance and repair of the Property pursuant to the terms of this Agreement, and has authorized the appropriate municipal officers to execute this Agreement; and

WHEREAS, the Parties have agreed to enter into this Revocable License Agreement in relation to the access and use of the right-of-way described in Exhibit "B," as provided below; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, and covenants hereinafter set forth, COUNTY, LICENSEE, and MUNICIPALITY agree as follows:

1. The above recitals and representations are true and correct and are incorporated herein.
2. DESCRIPTION OF PROPERTY. That portion of the right-of-way as described in Exhibit "B," attached hereto and incorporated herein (the "Property").
3. TERM. The term of this Agreement shall commence upon its execution by all Parties and shall continue until this Agreement is terminated as provided for in Article 12 herein below.
4. USE OF PROPERTY. COUNTY hereby grants to LICENSEE the revocable license for non-exclusive access and use of the Property only for the purpose(s) designated below (the "improvements"), including the ongoing maintenance and repair thereof, which is more fully described and illustrated in Exhibit "C," attached hereto and incorporated herein, hereinafter referred to as the "Licensed Use." The improvements must meet COUNTY minimum standards as set forth in "Minimum Standards Applicable to Public Rights-of-Ways Under Broward County Jurisdiction." The Property shall not be used for any other purpose whatsoever without written amendment of this Agreement. LICENSEE shall not permit the Property to be used in any manner which will violate any laws or regulations of any governmental entity or agency.

**PLEASE CHECK THE APPROPRIATE BOX BELOW**

- ☐ Overflow parking in excess of the minimum of off-street parking required by Chapter 39, Broward County Code of Ordinances, or the applicable municipal minimum of off-street parking requirements.
- ☐ A sign that is permitted under applicable municipal/unincorporated sign ordinances and laws.



☐ Additional landscaping and irrigation in excess of that required by Chapter 39, Broward County Code of Ordinances, or applicable municipal minimum landscaping requirements or as a condition of any special exception or variance.

☒ Other (explain): Installation of landscaping, tree grates, irrigation, decorative pedestrian lighting and pavers.

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- 4.1 LICENSEE shall submit plans for the installation of the improvements, together with a schedule for the ongoing maintenance thereof, to the Broward County Highway Construction and Engineering Division at least thirty (30) days before installation, and shall not install the improvements until written approval is obtained from the Director, Broward County Highway Construction and Engineering Division (the "Director"). The landscaping plans shall incorporate a minimum fifty percent (50%) native species by plant types (i.e. canopy tree, palm tree, and shrub) and, together with the schedule for the ongoing maintenance, shall comply with the Broward County Naturescape program and Florida-Friendly Landscaping principles.
- 4.2 LICENSEE shall notify the Director within five (5) days after installation of the improvements. The Director may require LICENSEE to reinstall or remove the improvements, if the improvements or use do not comply with this Agreement or the approved plans.
- 4.3 COUNTY, its agents or authorized employees, shall continue to have unimpeded and unrestricted access to the Property at any and all times to examine it to determine if LICENSEE is properly using and maintaining the Property pursuant to the terms and conditions of this Agreement.
- 4.4 Any replacement of the improvements by LICENSEE shall require the prior submittal of plans and approval by the Director, consistent with the requirements under Sections 4.1 and 4.2, above.
- 4.5 MUNICIPALITY hereby acknowledges and affirms that it shall be responsible for and assume the LICENSEE's responsibilities and obligations for the ongoing maintenance and repair of the improvements, should LICENSEE fail to perform or comply with any terms or conditions of this Agreement. MUNICIPALITY shall be responsible for and assume LICENSEE's responsibilities and obligations upon notice from COUNTY that LICENSEE has failed to perform or comply with the terms or conditions of this Agreement. COUNTY shall not be obligated to proceed against LICENSEE or exhaust any other remedies it may have against LICENSEE or MUNICIPALITY prior to enforcing the obligations of MUNICIPALITY herein.

- 4.6 The obligations of LICENSEE as set forth in this Agreement may be performed by LICENSEE or MUNICIPALITY through the use of its employees, or LICENSEE or MUNICIPALITY may enter into a contract with a third party to perform the services. In the event LICENSEE or MUNICIPALITY contracts with a third party, each shall remain fully responsible hereunder and shall ensure that its contractor complies at all times with each and every term, condition, duty, and obligation set forth herein.
5. COMPENSATION. No payment to COUNTY shall be made by LICENSEE for the privileges granted in this Agreement.
6. ASSIGNMENT. Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered, except to successors or assignees taking title to LICENSEE's Burdened Parcel, without the written consent of the COUNTY. Should LICENSEE attempt to do so, then this Agreement shall terminate immediately, without prior notice to LICENSEE.
7. DAMAGE TO PROPERTY. LICENSEE shall not by its access or use cause damage to the Property. The Parties agree that all improvements and personal property placed by LICENSEE upon the Property shall remain the property of LICENSEE, and shall be placed upon the Property at the risk of LICENSEE. LICENSEE shall give the COUNTY, or its agent, prompt written notice by registered or certified mail of any occurrence, incident, or accident occurring on the Property.
8. INDEMNIFICATION OF COUNTY.
- 8.1 LICENSEE agrees to indemnify, hold harmless, and, at County Attorney's option, defend or pay for an attorney selected by County Attorney to defend COUNTY, its officers, agents, and employees, against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by negligent act or omission of LICENSEE, its employees, agents, or officers, or accruing, resulting from, or related to the subject matter of this Agreement, including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property.
- 8.2 In the event that LICENSEE contracts with a third party to perform any of LICENSEE's obligations under this Agreement, any contract with such third party shall include the following provisions:
- 8.2.1 Indemnification: LICENSEE's contractor shall indemnify and hold harmless COUNTY, its officers, agents, and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence,



recklessness, or intentionally wrongful conduct of LICENSEE's contractor, and other persons employed or utilized by LICENSEE's contractor in the performance of this Agreement. These indemnifications shall survive the term of this Agreement. To the extent permitted by law, in the event that any action or proceeding is brought against COUNTY by reason of any such claim or demand, LICENSEE's contractor shall, upon written notice from COUNTY, resist and defend such action or proceeding by counsel satisfactory to COUNTY.

8.2.2 To the extent permitted by law, the indemnification provided above shall obligate LICENSEE's contractor to defend, at its own expense, to and through appellate, supplemental, or bankruptcy proceeding, or to provide for such defense, at COUNTY's option, any and all claims of liability and all suits and actions of every name and description covered by subsection 8.2.1 above which may be brought against COUNTY, whether services were performed by LICENSEE's contractor or persons employed or utilized by LICENSEE's contractor.

8.3 MUNICIPALITY is an entity subject to Section 768.28, Florida Statutes, as may be amended from time to time, and agrees to be fully responsible for the acts and omissions of its 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 MUNICIPALITY to be sued by third parties in any matter arising out of this Agreement or any other contract.

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

9. INSURANCE.

9.1 LICENSEE shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement, the insurance coverage set forth in this article, in accordance with the terms and conditions required by this article.

9.2 Such policy shall be issued by companies authorized to do business in the State of Florida, with an AM Best financial rating of A- or better. LICENSEE shall specifically protect COUNTY and the Broward County Board of County Commissioners (the "Board") by naming "Broward County" as an additional insured under the Commercial General Liability Insurance policy described below.

Commercial General Liability insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000)

per aggregate with a combined single limit for bodily injury and property damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability policy as filed by the Insurance Services Office without restrictive endorsements excluding or limiting coverage for:

- A. Premises and/or Operations
- B. Contractual Liability
- C. Broad Form Property Damage
- D. Independent Contractors
- E. Personal Injury
- F. Explosion/Collapse/Underground Hazard

9.3 LICENSEE shall provide to COUNTY proof of insurance in the form of Certificates of Insurance and Endorsements, Declarations pages or policies as required by this article upon execution of this Agreement. Broward County shall be named Certificate Holder. Proof of coverage renewal shall be provided upon expiration of any insurance policy/ies evidencing coverage in continuous force throughout the term of this Agreement.

9.4 In the event that LICENSEE contracts with a third party to perform any of LICENSEE's obligations under this Agreement, any contract with such third party shall include, at a minimum, the following provisions:

9.4.1 Commercial General Liability insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000) per occurrence and per aggregate with a combined single limit for bodily injury and property damage.

9.4.2 Business Automobile Liability insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000) per occurrence combined single limit for bodily injury and property damage.

9.4.3 Workers' Compensation insurance coverage in compliance with Florida Statutes. Policy shall include employers' liability with minimum limits of One Hundred Thousand Dollars (\$100,000).

9.4.4 LICENSEE's contractor shall list "Broward County" and LICENSEE as additional insureds on the Commercial General Liability policy and, upon request, shall furnish to the COUNTY, Certificates of Insurance and Endorsements evidencing the insurance coverage specified above.

9.4.5 Coverage is not to cease and is to remain in full force and effect until all performance required of LICENSEE's contractor is completed.



9.5 MUNICIPALITY shall furnish COUNTY with written verification of liability protection in accordance with state law prior to final execution of this Agreement. Additionally, if MUNICIPALITY elects to purchase excess liability coverage, MUNICIPALITY agrees that COUNTY will be furnished with a Certificate of Insurance listing "Broward County" as a certificate holder and an additional insured.

10. MAINTENANCE, REPAIRS, AND OTHER OBLIGATIONS. LICENSEE shall be responsible for all costs associated with the Licensed Use of the Property, including maintenance and repair, utility relocations, mitigation of landscaping, and costs for repairing any damage to the Property or adjacent right-of-way. LICENSEE shall keep the Property clean, sanitary, and free from trash and debris. LICENSEE specifically agrees to install, maintain, and repair the improvements as detailed in the plans as shown in Exhibit "C," in a manner that will not pose a hazard to persons or vehicles on adjacent property or the right-of-way.

11. SECURITY. (Check one)

☐ LICENSEE is obligated to maintain with the COUNTY adequate security in the form of a cash bond or letter of credit in the amount of \$\_\_\_\_\_ to ensure the ongoing maintenance and repair of the improvements during the term of this Agreement and to ensure restoration of the Property following termination.

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

12. TERMINATION. This Agreement is merely a right to access and use, and grants no estate in the Property. This Agreement may be terminated by COUNTY, through the Broward County Board of County Commissioners or the Broward County Administrator, with or without cause and at any time during the term hereof, upon thirty (30) days written notice to LICENSEE and MUNICIPALITY. It is expressly understood by the Parties that LICENSEE is receiving from COUNTY a revocable license which may be terminated at any time by COUNTY for any or no cause whatsoever.

13. SURRENDER UPON TERMINATION.

LICENSEE shall peaceably surrender its use of and deliver the Property to the COUNTY, or its agents, immediately upon expiration or termination of this Agreement.

LICENSEE shall remove from the Property, at LICENSEE's own expense, the improvements placed upon it unless the COUNTY, in writing, authorizes LICENSEE to leave the improvements on the Property. COUNTY shall have no obligation to move, reinstall, replace, or in any way compensate LICENSEE for any loss resulting

from or arising out of the termination of this Agreement, the requirement to remove the improvements, or the removal of the same by COUNTY upon failure of the LICENSEE to restore the Property. LICENSEE agrees to restore the Property to its original or a safe condition, as determined by and at the sole discretion of the Director, following removal of the improvements. LICENSEE shall be obligated to repair or pay for any damage to COUNTY property resulting from the removal of the improvements.

14. WAIVER. Failure of the COUNTY to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right contained in this Agreement, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition, or right; but the same shall remain in full force and effect. None of the conditions, covenants, or provisions of this Agreement shall be waived or modified by the Parties unless done so in writing as provided for in Article 23 below.

15. NOTICES.

Whenever any Party desires to give notice to the others, 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 acknowledgement of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this article. For the present, the Parties designate the following:

For COUNTY:

Director, Broward County Highway Construction and Engineering Division  
1 North University Drive, Suite 300B  
Plantation, FL 33324-2038

For LICENSEE:

Rosalyn McElroy, General Counsel  
400 N.E. Third Avenue, LLC  
\_\_\_\_\_  
5606 South Rice Avenue  
\_\_\_\_\_  
Houston, TX 77081  
\_\_\_\_\_

For MUNICIPALITY:

City Manager  
\_\_\_\_\_  
City of Fort Lauderdale  
\_\_\_\_\_  
100 N. Andrews Avenue, 7th Floor  
\_\_\_\_\_  
Fort Lauderdale, FL 33301  
\_\_\_\_\_



16. ENTIRE AGREEMENT. This Agreement embodies the entire agreement between the Parties. It may not be modified or terminated except as provided in this Agreement. If any provision herein is invalid, it shall be considered deleted from this Agreement, and such deletion shall not invalidate the remaining provisions.
17. COMPLIANCE WITH LAWS. LICENSEE shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations related to the use of the Property.
18. LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All Parties acknowledge and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which any party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EACH PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS ARTICLE, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**
19. COVENANTS RUNNING WITH THE LAND AND RECORDATION OF AGREEMENT. It is specifically intended that LICENSEE's obligations under this Agreement shall be a covenant upon the Burdened Parcel and shall run with the Burdened Parcel to all succeeding owners. This covenant shall be subject to specific performance in addition to any and all other remedies available to COUNTY. This Agreement shall be recorded in the Public Records of Broward County, Florida, at LICENSEE's expense. Upon termination of this Agreement, a document of equal dignity to this document shall be executed and recorded by COUNTY.
20. INTERPRETATION. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires.

21. EXHIBITS. The attached Exhibits "A," "B," and "C" are incorporated into and made a part of this Agreement.
22. FURTHER ASSURANCES. The Parties hereby agree to execute, acknowledge, and deliver and cause to be done, executed, acknowledged, and delivered all further assurances and to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.
23. AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the COUNTY, LICENSEE, and MUNICIPALITY.
24. CHANGES TO FORM AGREEMENT. LICENSEE represents and warrants that there have been no revisions, alterations, or changes whatsoever to this form Agreement without the prior written consent of the County Attorney's Office. Any unapproved changes shall be deemed a default of this Agreement and of no legal effect.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]



IN WITNESS WHEREOF, the Parties have made and executed this Revocable License Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_;

400 N.E. Third Avenue, LLC  
\_\_\_\_\_, signing by and through its  
Managing Member \_\_\_\_\_, duly authorized to execute same; and  
City of Fort Lauderdale \_\_\_\_\_, signing by and through its  
Mayor \_\_\_\_\_, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through  
its Board of County Commissioners

\_\_\_\_\_  
Broward County Administrator, as  
Ex-Officio Clerk of the Broward County  
Board of County Commissioners

By \_\_\_\_\_  
Mayor

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

Insurance requirements  
approved by Broward County  
Risk Management Division

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

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

By \_\_\_\_\_  
(Date)  
Assistant County Attorney

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

\_\_\_\_\_  
Deputy County Attorney

8/8/14  
RLA(BC-ROWUse-BurdenedPpty)\_vFORM(2014-0808)

REVOCABLE LICENSE AGREEMENT AMONG BROWARD COUNTY, City of Fort Lauderdale, AND 400 N.E. Third Avenue, LLC FOR NON-EXCLUSIVE ACCESS AND USE OF A PORTION OF COUNTY RIGHT-OF-WAY.

LICENSEE

400 N.E. Third Avenue, LLC, a Delaware limited liability company  
By: Morgan on Third, LLC, a Delaware limited liability company, its  
Managing Member

By \_\_\_\_\_

(Print/Type Name and Title)

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

~~ATTEST:~~

~~Secretary~~

~~(Print/Type Name)~~

(Corporate Seal)

~~OR~~

WITNESSES:

Signature

Print/Type Name

Signature

Print/Type Name

STATE OF )  
 ) SS  
COUNTY OF )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of Morgan on Third, LLC, a Delaware limited liability company,\* corporation/partnership, on behalf of the corporation/partnership. He or she is:

☐ personally known to me, or

☐ produced identification. Type of identification produced \_\_\_\_\_.

NOTARY PUBLIC:

(Seal)

My commission expires:

---

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



**REVOCABLE LICENSE AGREEMENT AMONG BROWARD COUNTY,  
400 N.E. Third Avenue, LLC AND CITY OF FORT  
LAUDERDALE FOR NONEXCLUSIVE ACCESS AND USE OF A PORTION OF COUNTY  
RIGHT-OF-WAY.**

Signed, Sealed and Delivered in the  
Presence of:

**CITY OF FORT LAUDERDALE, a Florida municipal  
corporation**

By: \_\_\_\_\_

Name: \_\_\_\_\_

By: \_\_\_\_\_

John P. "Jack" Seiler, Mayor

By: \_\_\_\_\_

Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

By: \_\_\_\_\_

Lee R. Feldman, City Manager

By: \_\_\_\_\_

Name: \_\_\_\_\_

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Asst. City Attorney: \_\_\_\_\_

STATE OF FLORIDA )

COUNTY OF BROWARD )SS:  
)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by John P. "Jack" Seiler, Mayor of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida, who (check one) ☐ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
NOTARY PUBLIC  
State of Florida  
My Commission Expires: \_\_\_\_\_

STATE OF FLORIDA )

COUNTY OF BROWARD )SS:  
)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by Lee R. Feldman, City Manager of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida, who (check one) ☐ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
NOTARY PUBLIC  
State of Florida  
My Commission Expires: \_\_\_\_\_



## **EXHBIIT LIST FOR REVOCABLE LICENSE AGREEMENT**

**Exhibit A – The Burdened Property**

**Exhibit B – The Property (License Area)**

**Exhibit C - Improvements (Licensed Use)**

**(See attached exhibits)**

# EXHIBIT "A"

## SKETCH & DESCRIPTION FOR: A PORTION OF BLOCK 30

AMENDED PLAT OF BLOCKS 1 thru 8 and 25 thru 33 OF NORTH LAUDERDALE (PLAT BOOK 1 PAGE 182, M.D.C.R.)  
CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA

### LAND DESCRIPTION:

Lots 1, 2 and 3, Block 30, AMENDED PLAT OF BLOCKS 1 thru 8 and 25 thru 33 OF NORTH LAUDERDALE, according to the Plat thereof, as recorded in Plat Book 1, Page 182, of the Public Records of Dade County, Florida; said lands situate, lying and being in Broward County, Florida.

### TOGETHER WITH:

Lot 10, Block 30, AMENDED PLAT OF BLOCKS 1 thru 8 and 25 thru 33 OF NORTH LAUDERDALE, according to the Plat thereof, as recorded in Plat Book 1, Page 182, of the Public Records of Dade County, Florida; said lands situate, lying and being in Broward County, Florida.

### TOGETHER WITH:

Lots 4, 5, 6, 7, 8, 9, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20, Block 30, AMENDED PLAT OF BLOCKS 1 thru 8 and 25 thru 33 OF NORTH LAUDERDALE, according to the Plat thereof, as recorded in Plat Book 1, Page 182, of the Public Records of Dade County, Florida; said lands situate, lying and being in Broward County, Florida, LESS AND EXCEPT any portion lying in street right of way, also LESS AND EXCEPT the west 5 feet of Lots 15, 16, 17, 18, 19 and 20. thereof.

### TOGETHER WITH:

That portion of the 15 foot Alley, lying contiguous to Lots 5 through 12 and Lots 13 through 20, all of Block 30, AMENDED PLAT OF BLOCKS 1 thru 8 and 25 thru 33 OF NORTH LAUDERDALE, according to the Plat thereof, as recorded in Plat Book 1, Page 182, of the Public Records of Dade County, Florida; said lands situate, lying and being in Broward County, Florida; bounded on the north by a line connecting the northeast corner of Lot 20 with the northwest corner of Lot 5, on the east by the west line of said Lots 5 through 12, on the south by a line connecting the southwest corner of Lot 12 with the southeast corner of Lot 13 and on the west by the east line of said Lots 13 through 20.

Said lands situate and being in the City of Fort Lauderdale, Broward County, Florida and containing 131,272 square feet, 3.014 acres, more or less.

### REVISIONS

REVISED PER COUNTY COMMENTS 09/26/16 (M.M.K.)



### AVIROM & ASSOCIATES, INC. SURVEYING & MAPPING

50 S.W. 2nd AVENUE, SUITE 102  
BOCA RATON, FLORIDA 33432  
TEL. (561) 392-2594, FAX (561) 394-7125  
www.AVIROMSURVEY.com

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JOB #: 9895b

SCALE: 1" = 100'

DATE: 09/04/2015

BY: M.M.K.

CHECKED: M.D.A.

F.B. N/A P.C. N/A

SHEET: Exhibit 1 OF 3



# EXHIBIT "A"

## SKETCH & DESCRIPTION FOR: A PORTION OF BLOCK 30

AMENDED PLAT OF BLOCKS 1 thru 8 and 25 thru 33 OF NORTH LAUDERDALE (PLAT BOOK 1 PAGE 182, M.D.C.R.)  
CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA

### SURVEYOR'S NOTES:

1. Reproductions of this Sketch are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
3. The land description shown compiled by the Surveyor from instruments of record.
4. Bearings shown hereon are assumed based on the east line of Block 30, AMENDED PLAT OF BLOCKS 1 thru 8 and 25 thru 33 OF NORTH LAUDERDALE, having a bearing of S02°08'28"E.
5. Data shown hereon was compiled from instrument(s) of record and does not constitute a boundary survey.
6. Abbreviation Legend: B.C.R. = Broward County Records; L.B. = Licensed Business; M.D.C.R. = Dade County Records; O.R.B. = Official Records Book; P.B. = Plat Book; PG. = Page; P.S.M. = Professional Surveyor & Mapper; R/W = Right-of-Way.

### CERTIFICATION:

I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction. I FURTHER CERTIFY that this Sketch and Description meets the Standards of Practice set forth in Chapter 5J-17.050 through 5J-17.052, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Date: 9/26/16

  
MARISHA M. KREITMAN, P.S.M.  
Florida Registration No. 6555  
AVIROM & ASSOCIATES, INC.  
L.B. No. 3300

#### REVISIONS

REVISED PER COUNTY COMMENTS 09/26/16 (M.M.K.)



#### AVIROM & ASSOCIATES, INC. SURVEYING & MAPPING

50 S.W. 2nd AVENUE, SUITE 102  
BOCA RATON, FLORIDA 33432  
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www.AVIROMSURVEY.com

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JOB #: 9895b

SCALE: 1" = 100'

DATE: 09/04/2015

BY: M.M.K.

CHECKED: M.D.A.

F.B. N/A PG. N/A

SHEET: CAM #16-1310  
Exhibit 2 OF 3

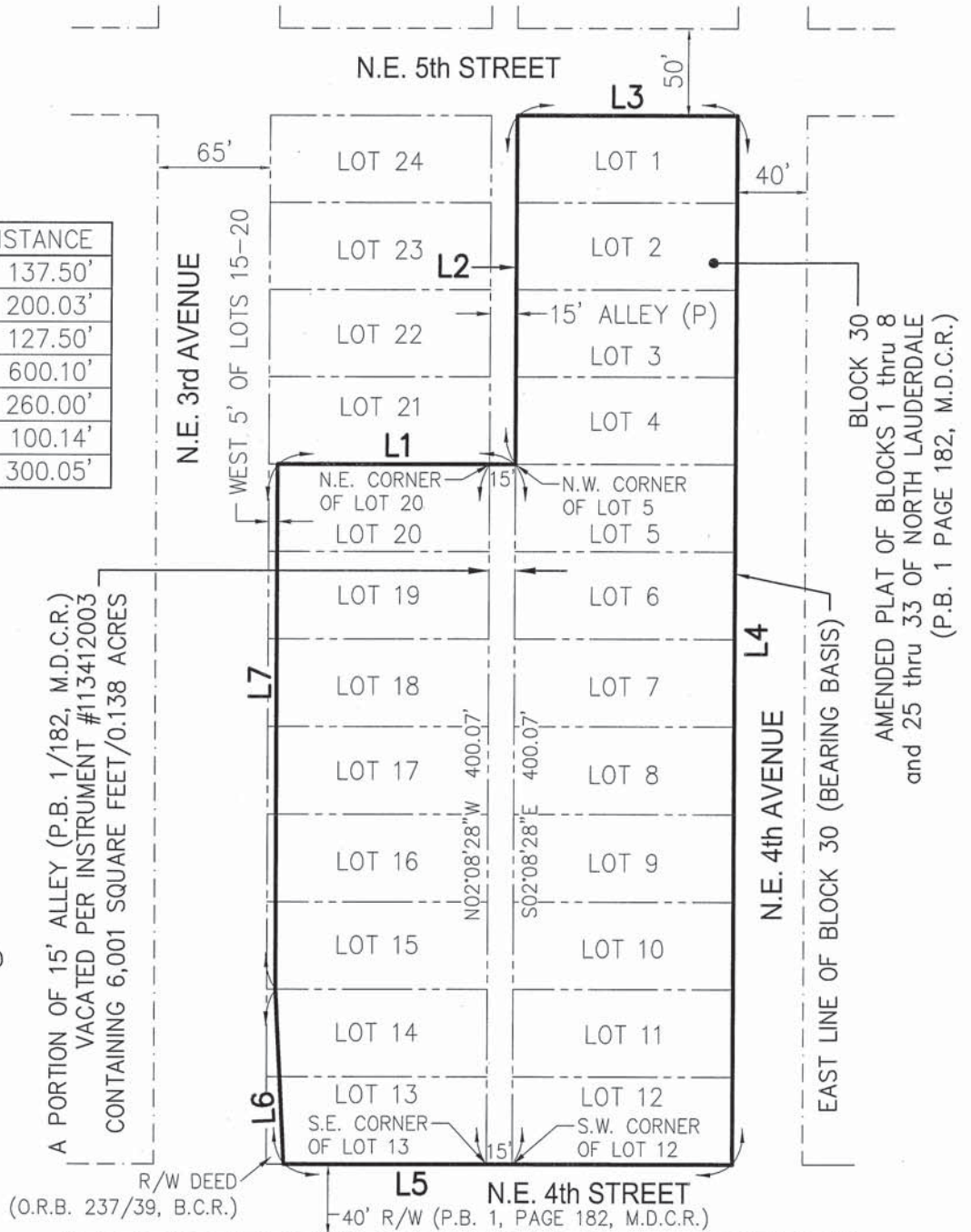
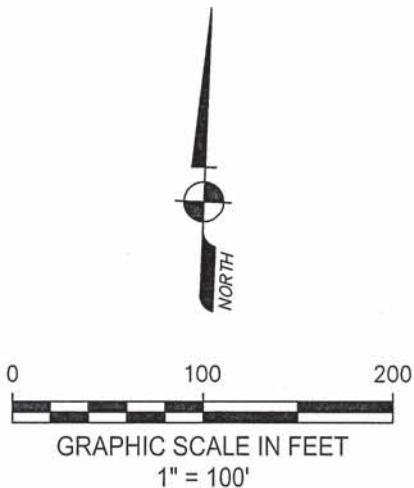
# EXHIBIT "A"

## SKETCH & DESCRIPTION FOR: A PORTION OF BLOCK 30

AMENDED PLAT OF BLOCKS 1 thru 8 and 25 thru 33 OF NORTH LAUDERDALE (PLAT BOOK 1 PAGE 182, M.D.C.R.)  
CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA

LINE TABLE

LINE	BEARING	DISTANCE
L1	N87°51'32"E	137.50'
L2	N02°08'28"W	200.03'
L3	N87°51'32"E	127.50'
L4	S02°08'28"E	600.10'
L5	S87°51'32"W	260.00'
L6	N05°00'11"W	100.14'
L7	N02°08'28"W	300.05'



### REVISIONS

REVISED PER COUNTY COMMENTS 09/26/16 (M.M.K.)



### AVIROM & ASSOCIATES, INC. SURVEYING & MAPPING

50 S.W. 2nd AVENUE, SUITE 102  
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JOB #: 9895b

SCALE: 1" = 100'

DATE: 09/04/2015

BY: M.M.K.

CHECKED: M.D.A.

F.B. N/A PG N/A

SHEET: CAM #16-1310 Exhibit 3 OF 3



# EXHIBIT "B"

## SKETCH & DESCRIPTION FOR: REVOCABLE LICENSE AGREEMENT

A PORTION OF BLOCK 30 OF AMENDED PLAT OF BLOCKS 1 thru 8 and 25 thru 33 OF NORTH LAUDERDALE (PLAT BOOK 1, PAGE 182, M.D.C.R.) AND A PORTION OF N.E. 3rd AVENUE RIGHT-OF-WAY LYING IN SECTION 3-50-42, CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA

### LAND DESCRIPTION:

A portion of Block 30, AMENDED PLAT OF BLOCKS 1 thru 8 and 25 thru 33 OF NORTH LAUDERDALE, according to the Plat thereof, as recorded in Plat Book 1, Page 182, of the Public Records of Dade County, Florida, together with a portion of N.W. 3rd Avenue right-of-way, lying between the west line of said Block 30 and the easterly limits of the existing asphalt pavement of said N.W. 3rd Avenue, all lying in Section 3, Township 50 South, Range 42 East, Broward County, Florida, described as follows:

COMMENCE at the southeast corner of said Block 30, thence S87°51'32"W, along the south line of said Block 30, a distance of 233.00 feet to the POINT OF BEGINNING; thence continue S87°51'32"W, along the south line of Block 30, a distance of 32.21 feet, more or less, to a point on the easterly limits of the existing asphalt pavement of said N.W. 3rd Avenue, as laid out and currently in use, said point being on a non-tangent curve concave to the northeast, a radial line to said point bears S62°38'58"W; thence northwesterly along the easterly limits of said existing asphalt pavement and along the arc of said curve, having a radius of 14.47 feet and a central angle of 22°03'09", an arc distance of 5.57 feet; thence N05°17'53"W, 15.20 feet; thence N05°01'06"W, 79.21 feet; thence N02°08'28"W, 300.41 feet to a point on the westerly extension of the north line of Lot 20 of said Block 30, (the preceding four courses and distances being along the easterly limits of the existing asphalt pavement of said N.W. 3rd Avenue); thence N87°51'32"E, along the north line of Lot 20, Block 30 and its westerly extension, a distance of 13.38 feet; thence S02°08'28"E, along a line 12.00 feet east of and parallel with the west line of said Block 30, a distance of 375.07 feet; thence S47°08'28"E, 12.73 feet; thence S02°08'28"E, 3.00 feet; thence N87°51'32"E, 3.00 feet; thence S47°08'28"E, 18.38 feet to the POINT OF BEGINNING.

Said lands situate and being in the City of Fort Lauderdale, Broward County, Florida and containing 5,410 square feet, 0.124 acres, more or less.

### CERTIFICATION:

I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction. I FURTHER CERTIFY that this Sketch and Description meets the Standards of Practice set forth in Chapter 5J-17.050 through 5J-17.052, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Date: 9/26/16



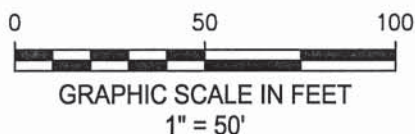
MARISHA M. KREITMAN, P.S.M.  
Florida Registration No. 6555  
AVIROM & ASSOCIATES, INC.  
L.B. No. 3300

REVISIONS			<b>AVIROM &amp; ASSOCIATES, INC.</b> <b>SURVEYING &amp; MAPPING</b> 50 S.W. 2nd AVENUE, SUITE 102 BOCA RATON, FLORIDA 33432 TEL. (561) 392-2594, FAX (561) 394-7125 www.AVIROMSURVEY.com © 2016 AVIROM & ASSOCIATES, INC. all rights reserved. This sketch is the property of AVIROM & ASSOCIATES, INC. and should not be reproduced or copied without written permission.	JOB #:	9895-3g
REVISED PER COUNTY COMMENTS 09/26/16 (M.M.K.)				SCALE:	1" = 50'
				DATE:	06/16/2016
				BY:	M.M.K.
				CHECKED:	M.D.A.
				F.B.	N/A PG N/A
		CAM #16-1310			
		SHEET:	Exhibit 1 OF 3		



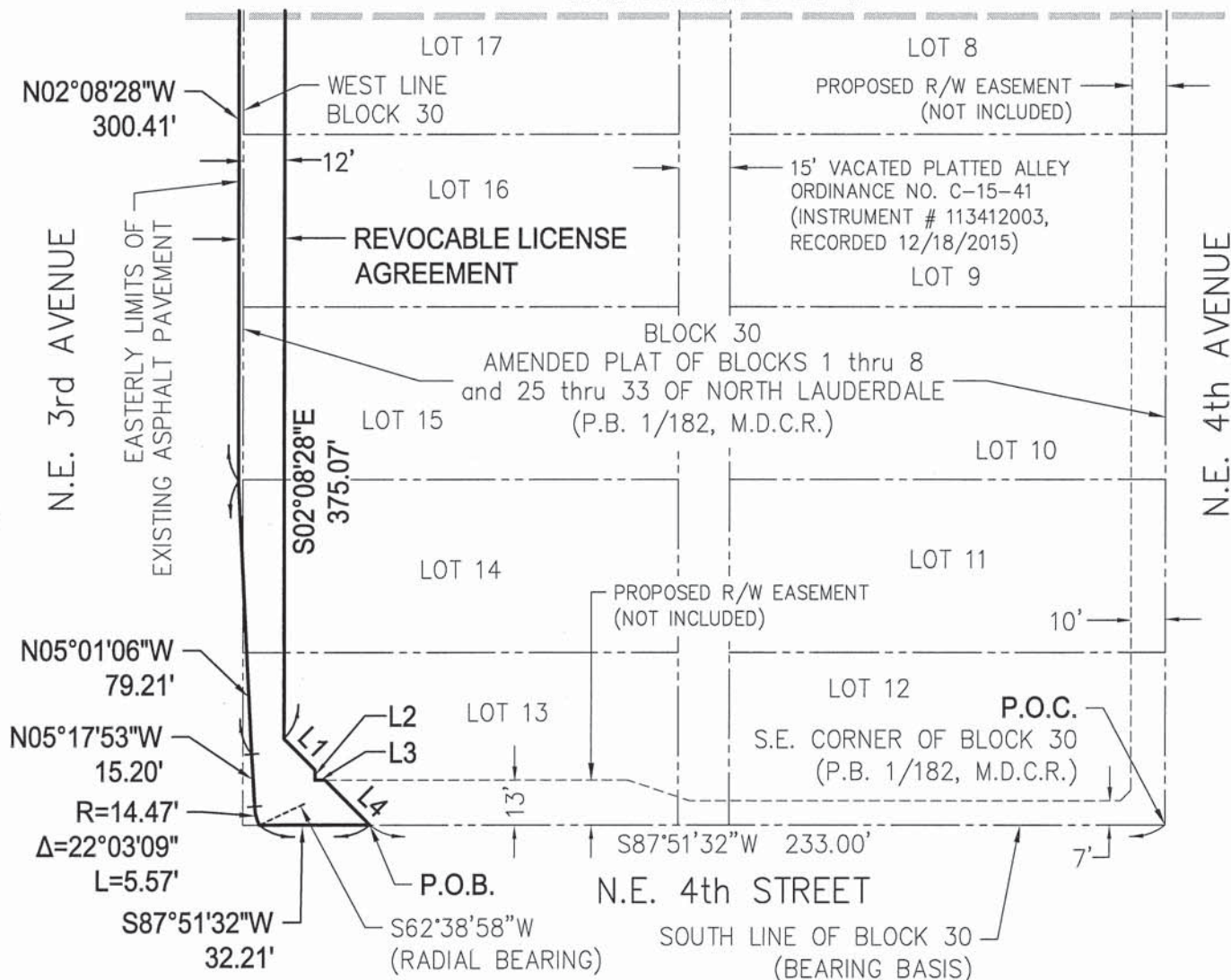
## SKETCH & DESCRIPTION FOR: REVOCABLE LICENSE AGREEMENT

## LINE TABLE



LINE	BEARING	DISTANCE
L1	S47°08'28"E	12.73'
L2	S02°08'28"E	3.00'
L3	N87°51'32"E	3.00'
L4	S47°08'28"E	18.38'

**SEE SHEET 3 OF 3**



## REVISD PER COUNTY COMMENTS 09/26/16 (M.M.K.)



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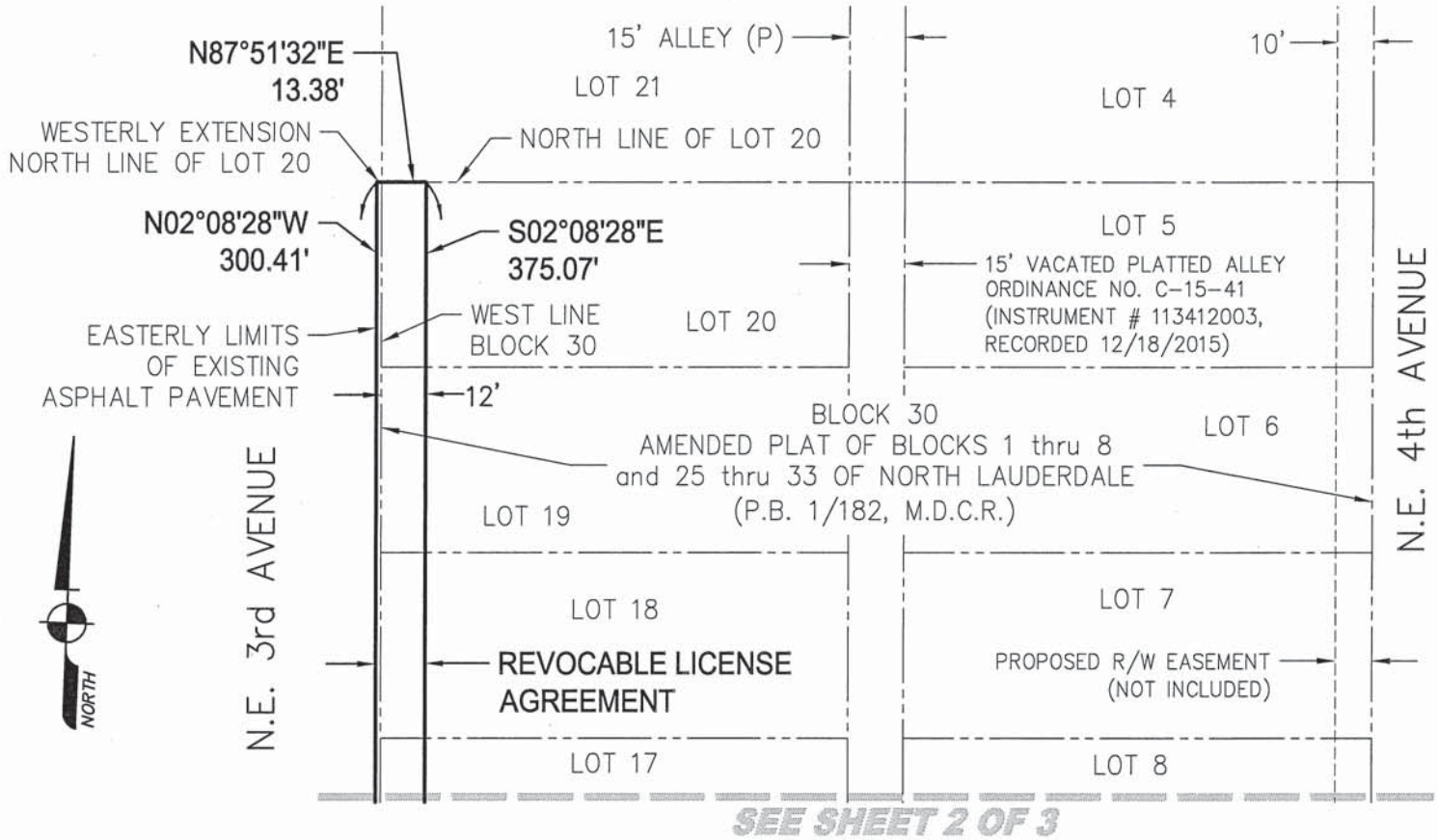
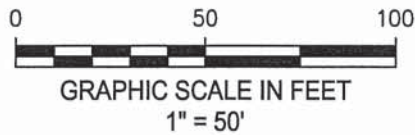
F.B.	N/A	PG.	N/A
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CAM #16-1310  
SHEET: Exhibit 2 OF 3

# EXHIBIT "B"

## SKETCH & DESCRIPTION FOR: REVOCABLE LICENSE AGREEMENT

A PORTION OF BLOCK 30 OF AMENDED PLAT OF BLOCKS 1 thru 8 and 25 thru 33 OF NORTH LAUDERDALE  
(PLAT BOOK 1, PAGE 182, M.D.C.R.) AND A PORTION OF N.E. 3rd AVENUE RIGHT-OF-WAY  
LYING IN SECTION 3-50-42, CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA



### SURVEYOR'S NOTES:

1. Reproductions of this Sketch are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
3. The land description shown hereon was prepared by the Surveyor.
4. Bearings shown hereon are assumed based on the south line of Block 30, AMENDED PLAT OF BLOCKS 1 thru 8 and 25 thru 33 OF NORTH LAUDERDALE, having a bearing of S87°51'32"W.
5. Data shown hereon was compiled from instrument(s) of record and does not constitute a boundary survey.
6. Abbreviation Legend: B.C.R. = Broward County Records; CL = Centerline; Δ = Central Angle; L = Arc Length; L.B. = Licensed Business; M.D.C.R. = Dade County Records; P.B. = Plat Book; PG. = Page; P.S.M. = Professional Surveyor & Mapper; P.O.B. = Point of Beginning; P.O.C. = Point of Commencement; R = Radius; R/W = Right-of-Way.

### REVISIONS

REVISED PER COUNTY COMMENTS 09/26/16 (M.M.K.)



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JOB #: 9895-3g

SCALE: 1" = 50'

DATE: 06/16/2016

BY: M.M.K.

CHECKED: M.D.A.

F.B. N/A PG. N/A

SHEET: Exhibit 3 OF 3



## **EXHIBIT “ C ”**

### **Improvements**

LICENSEE: 400 N.E. Third Avenue, LLC  
Subject: Revocable License Agreement

#### **SCOPE OF IMPROVEMENTS:**

This Revocable License Agreement authorizes the installation of landscaping, tree grates, irrigation, pavers, and decorative pedestrian lighting within the County the east side of the right-of-way of NE 3<sup>rd</sup> Avenue adjacent to the Burdened Property described in Exhibit A of this Revocable License.

#### **NOTES:**

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

Broward County Naturescape program information can be found at:  
<http://www.broward.org/NaturalResources/NaturalScape/Pages/Default.aspx>

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

A reduced illustration of the proposed landscaping, irrigation, and related improvements is shown below. A full size set of plans, together with a schedule for the maintenance thereof, are on file with the Broward County Highway Construction and Engineering Division under Project Reference No. **160224001.**