

This Instrument prepared
by and return to:
Robert B. Dunckel, Assistant City Attorney
City of Ft. Lauderdale
100 N. Andrews Avenue
Ft. Lauderdale, FL 33301

**AGREEMENT ANCILLARY
TO
REVOCABLE LICENSE AGREEMENT
("Agreement")**

THIS IS AN AGREEMENT ANCIALRARY TO A REVOCABLE LICENSE AGREEMENT (hereinafter "Agreement") made and entered into this 7th day of May, 2019 by and between:

BLACKHAWK PROPERTIES & INVESTMENT, LLC, a Florida Limited Liability Company, whose principal address is 1700 N.W. 66th Avenue, Suite 102, Plantation, Florida, 33313, FEI/EIN # 46-3809842, its successors and assigns (hereinafter "LICENSEE")

and

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida having a principal address of 100 North Andrews Avenue, Fort Lauderdale, FL 33301, FEI/EIN 59-6000319 (hereinafter, "CITY")

R E C I T A L S

WHEREAS, the CITY and LICENSEE are about to enter into a Revocable License Agreement with Broward County, a political subdivision of the State of Florida (hereinafter, "COUNTY") relative to LICENSEE'S installation and maintenance of certain landscaping, pavers, pedestrian lighting and related improvements in the South Andrews Avenue right-of-way, including corner chord on the N.E. corner of South Andrews Avenue and SE 6th Street and corner chord on the S.E. corner of South Andrews Avenue and SE 5th Street, the installation and maintenance of such improvements being subject to certain terms and conditions; and

WHEREAS, the Revocable License Agreement with LICENSEE, COUNTY and CITY is attached hereto as **Exhibit "A"** and incorporated herein by reference (hereinafter, "RLA"); and

WHEREAS, pursuant to the Florida Transportation Code, South Andrews Avenue within the County Road System; and

WHEREAS, the parties to the RLA are **Blackhawk Properties & Investment, LLC**, a Florida limited liability company, "Licensee," **Broward County**, a political subdivision of the

State of Florida, "County," and the **City of Fort Lauderdale**, a municipal corporation of the State of Florida, "City." The RLA is attached hereto as **Exhibit "A."**

WHEREAS, there are a number of provisions in the RLA whereby CITY accepts responsibility for the ongoing maintenance and repair of the Revocable License Area set forth in **Exhibit "B"** of the RLA should the Licensee fail to comply with the maintenance and repair provisions of the RLA.

WHEREAS, Paragraph 2.6 of the RLA provides:

If Licensee fails to perform or comply with any terms or conditions of this Agreement, and upon Licensee's and Municipality's receipt of written notice from the Director of the same, Municipality will immediately be responsible for, and assume Licensee's responsibilities and obligations for the ongoing maintenance repair and replacement of the Improvements. Municipality, at its sole cost, will then have thirty (30) days to return the Revocable License Area to a condition acceptable to the County as determined in the sole discretion of the Director. County shall not be obligated to proceed against Licensee or exhaust and other remedies it may have against Licensee or Municipality prior to enforcing Municipality's obligations under Paragraph 2.6.

WHEREAS, in order to induce the CITY into entering the RLA with the COUNTY and LICENSEE, as a condition precedent to executing the RLA, CITY is requiring LICENSEE to enter into this Agreement with CITY;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable considerations, the sufficiency and adequacy of which is hereby acknowledged, LICENSEE and CITY agree as follows:

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

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

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

Agreement means this Agreement Ancillary to Revocable License Agreement.

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

Day(s). In computing any period of time expressed in day(s) in this Agreement, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday,

Sunday, or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. When the period of time prescribed or allowed is less than seven (7) days, intermediate Saturdays, Sundays, and legal holidays shall be excluded in the computation.

Effective Date means the effective date of this Agreement, which shall be the date upon which both (i) this Agreement is executed by the proper corporate officials for LICENSEE and (ii) CITY and (iii) the RLA is executed by all parties thereto.

Florida Building Code means The Florida Building Code adopted pursuant to Chapter 553, Florida Statutes and includes the Broward County Amendments thereto.

License Area means that area identified as “Legal Description of Licensed Area” as set forth in **Exhibit “A”** to the RLA and as further identified pictorially as “Revocable License Area” on Sheet 1 of **Exhibit “B”** to the RLA.

LICENSEE means Blackhawk Properties & Investments, LLC, a Florida Limited Liability Company whose principal address is 1700 N.W. 66th Avenue, Suite 102, Plantation, Florida 33313, FEI/EIN # 46-3809842;

Permit means either a Building Permit issued by the Building Official pursuant to The Florida Building Code and Broward County Administrative Amendments thereto or an Engineering Permit issued by the Broward County, or both, whichever the case may be.

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

Plans and Specifications means the signed and sealed engineering drawings, plans, specifications, schematics, drawings, details, and topographic survey for the Project Improvements to be installed, constructed, operated, maintained, repaired within and removed from the License Area(s), which such plans, specifications, drawings, details, etc. are on file in the Building Department under **Master Permit No. 16021226**.

Project means the implementation, construction, installation, operation, maintenance, repair and replacement from time to time of the Project Improvements within the designated License Area for the purpose of establishing, operating, maintaining and repairing, from time to time the Project Improvements as more particularly identified in **Exhibit “C”** to the RLA. The term *Project* also includes the ongoing obligation of maintenance and repair of the Project Improvements within the designated License Area, including reconstruction, repair or reinstallation of Project Improvements from time to time and shall also include the operational activities involved in the Project Improvements as more particularly set forth in the RLA. The term *Project* shall not include the possession, use or occupancy of the designated License Areas

for any other purpose, except as expressly authorized in this Revocable License. The term *Project* includes any portion thereof.

Project Improvements means the placement, installation, construction, fabrication of certain improvements within the License Area as more particularly identified in Exhibit “C” to the RLA. The term *Project Improvements* includes any portion thereof. The Project Improvements are demonstrated on **Exhibit “C”** to the RLA.

Property means the real property identified as the “Legal Description of Burdened Parcel” as set forth in **Exhibit “A”** to the RLA.

RLA means that Revocable License Agreement by and between COUNTY, CITY and LICENSEE relative to LICENSEE’s installation and maintenance of certain landscaping, pavers, pedestrian lighting and related improvements in the South Andrews Avenue right-of-way, including corner chord on the N.E. corner of South Andrews Avenue and SE 6th Street and corner chord on the S.E. corner of South Andrews Avenue and SE 5th Street, the installation and maintenance of such improvements being subject to certain terms and conditions. The RLA is attached to this Agreement as **Exhibit “A”**.

Staging of Materials or Equipment means the placement of materials or equipment or parking of vehicles within the License Area or vehicular travel lanes adjacent thereto during the assembling or construction of the Project Improvements in any manner other than (a) temporarily and (b) for the purpose of and while actually engaged in the act of loading or off-loading materials or equipment from a vehicle. Staging of Materials or Equipment shall include equipment or materials off-loaded from a vehicle and placed within the License Area when not being removed from the License Area to Licensee’s Property as soon as practicable.

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

3. Compliance and Default. LICENSEE shall comply with each and every term and condition set forth in the RLA and failure to so comply shall constitute a default under this Agreement. Any acts or omissions by LICENSEE or LICENSEE’S contractors which are not in compliance with the terms and conditions of the RLA shall constitute a default under this Agreement. Furthermore, LICENSEE shall comply with each and every term and conditions set forth in this Agreement.

4. Conditions. This Agreement is subject to the following conditions:

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

4.2 For the License Area where the Project Improvements are to be placed, installed or constructed, prior to construction and installation of Project Improvements

within the License Area, CITY, at the discretion of the City Engineer shall perform, at its sole cost and expense, a sub-surface utility investigation.

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

4.2.2 In the event no defects to any of the subterranean utilities are detected as a result of the sub-surface utility investigation under 4.2.1., LICENSEE shall bear the cost of any repairs required after construction of the Project Improvements for a period of one (1) year after receiving a Certificate of Completion from the CITY Engineer.

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

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

4.5 LICENSEE shall be responsible for making all utility notifications and obtaining all locations and clearances prior to performing any excavation work, including for the installation of signs and fence posts.

4.6 Any damage to existing pavement or to any public sidewalk caused by the installation, movement or removal of Project Improvements shall be repaired to the satisfaction of the Office of City Engineer and the cost of such repairs shall be borne by LICENSEE.

4.7 At the conclusion of the construction and installation phase of the Project, all damage to any elements such as pavement, curbs, sidewalks, signs, markings, landscaping, trees, irrigation, parking meters, light poles, etc. located within the public right of way or License Area shall be repaired or restored to a condition equal to or better than that existing prior to commencement of construction of the Project.

4.8 Storage of construction materials or equipment shall be limited to the Property or other permissible area subject to the limitations referenced herein and shall not be stored within any of the public rights-of-way within a two-block radius of the Property. Staging of Materials and Equipment in the public right of ways is strictly prohibited.

4.9 Storage of dumpsters and debris during the construction and installation phase of the Project shall be limited to the Property and shall not be stored, placed or

collected within the any of the public rights-of-way within a two-block radius of the Property.

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

4.11 All material or equipment deliveries shall be placed within the boundaries of the Property, inside the perimeter fencing for the Property, for off-loading to avoid conflicts with pedestrian traffic.

4.12 LICENSEE shall be responsible for verifying all underground utilities prior to digging in any area. Licensee shall notify all necessary utility companies 48 hours minimum prior to digging for verification all underground utilities, irrigation and all other obstructions and coordinate prior to initiating operations. No portion of the Project Improvements may be located any closer than ten (10) feet to any underground utility.

5. Cost Recovery and Fees.

5.1 Annual Inspection Fees. LICENSEE agrees to pay to CITY for each fiscal year that this Agreement is in effect, commencing with the Effective Date hereof and continuing annually on the first day of January of each year thereafter, an annual inspection fee to be determined by the City Manager which such fee shall be based on the CITY'S reasonable projected cost of periodically inspecting the License Area for compliance with the terms and conditions set forth in this Agreement over the then current fiscal year (October 1st through September 30th), such reasonable projected cost of periodic inspections not to exceed \$2,000.00 per annum.

5.2 Recovery of Additional Costs of Administration. In addition to the annual inspection fees set forth above, LICENSEE shall also be obligated to pay additional fees to the CITY amounting to the recovery of reasonable costs incurred by CITY in the creation, administration, monitoring and enforcement of this Agreement and the RLA, including, but not limited to, staff time incurred relative thereto, and reasonable cost of CITY'S attorneys' services associated with the preparation and administration of this Agreement and any amendments thereto and including enforcement of the terms thereof, with such reasonable cost of services not to exceed \$500.00 per annum.

5.3 Rendition of Statement. Upon the CITY providing a statement of fees and/or costs to LICENSEE, LICENSEE shall pay CITY within thirty (30) days the amounts owed in accordance with the Statement. The Statement shall provide sufficient detail as to the nature of the cost, services rendered, inclusive dates services rendered, time consumed and cost relating thereto. For each month beyond thirty (30) days from rendition of the Statement to LICENSEE for which the fee remains unpaid, simple interest of six percent (6%) per month shall be due the CITY, but not to exceed the highest lawful amount allowed by law. If a dispute arises as to the fees owed CITY under the Statement, and such dispute is not resolved within ninety (90) days after the date of rendition of the Statement, LICENSEE shall pay the undisputed

amount and shall provide CITY with a bond or other security acceptable to the City Manager for the disputed amount pending a resolution of the dispute by negotiation or litigation. In addition to any other remedies available to CITY, CITY shall be entitled to recover from LICENSEE all costs of collection, including reasonable attorneys' fees and court costs incurred at all tribunal and appellate levels, provided CITY ultimately prevails.

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

7. Condition of License Area. LICENSEE accepts the License Area in an "As-Is Condition as of the Effective Date of this Agreement. If LICENSEE finds any conditions altered after an initial inspection of the License Area, which has a material adverse effect on the Project, the City shall be notified immediately.

8. Compliance with Regulations of Public Bodies. LICENSEE shall, at its sole cost and expense, possess, use, construct, operate, maintain and repair and replace, from time to time, the Project Improvements within the License Area and the Project and perform such acts and do such things as shall be lawfully required by any public body having jurisdiction over the License Area, Project Improvements and the Project in order to comply with health and sanitary requirements, fire hazard requirements, zoning requirements, building code requirements, City of Fort Lauderdale Engineering Standards, environmental requirements and other similar regulatory requirements.

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

10. Repairs and Maintenance. LICENSEE shall not commit waste or injury to the License Area or the use, operation and maintenance of the Project Improvements maintained therein. LICENSEE shall, at its own cost and expense, at all times cause the Project Improvements within the License Area to be safely and securely maintained, kept in good condition, repair, clean, and free of rubbish and other hazards to Persons using the License Area. LICENSEE further covenants and agrees, to make or cause to be made any and all repairs or replacements, ordinary or extraordinary, structural or otherwise, necessary to maintain the License Area and Project Improvements in their original condition at the time of the commencement of the term of the RLA. The Office of the CITY Engineer shall approve all structural repairs and replacements. When making repairs, replacements and maintenance LICENSEE shall comply with all laws, CITY or applicable County Codes, ordinances, Florida Building Code, regulations promulgated by federal, state, county, City or any other agency with jurisdiction over the Project and Project Improvements and CITY Engineering standards then in effect; provided, however, that LICENSEE shall only be responsible to make such repairs and replacements as required under the RLA. The License Area shall be maintained in a neat and orderly appearance at all times.

10.1 City Performance of Repairs and Maintenance. In the event that LICENSEE fails to make maintain the Property or make repairs to the Property in accordance with the terms and conditions of the RLA and this Agreement, the CITY, after fifteen (15) days advance written notice to the LICENSEE, may come upon the License Area and perform the necessary maintenance and repairs, the cost and expense of which will be the responsibility of LICENSEE. The total cost and expense incurred by the CITY in performing such maintenance and repairs and the administrative costs associated therewith shall be considered a special assessment and lien upon the Property. LICENSEE shall have thirty (30) days from the date of the statement of the total expenses incurred by the CITY and the administrative costs associated therewith within which to pay to the CITY the full amount due. Failure to timely pay the amount due or serve upon the CITY Manager a written letter contesting the statement of assessed expenses and administrative costs will result in the matter being scheduled before the CITY Commission for consideration of and adoption of a Resolution assessing against the Property the expenses and administrative costs associated with the CITY's removal of the Project Improvements. The Resolution may also impose a Special Assessment Lien against the Property for the expenses and costs so assessed. A Notice of the Special Assessment assessed by the CITY Commission for the unpaid expenses and costs as stated above shall be recorded with the CITY Clerk and in the Public Records of Broward County, Florida. The Lien shall continue until payment to CITY of the amounts set forth in the Lien (at which time CITY shall record a Satisfaction of such Lien). In addition to the Lien, CITY shall have all other rights and remedies granted to it at law or in equity for LICENSEE'S failure to pay the necessary costs and expenses together with administrative costs attendant thereto or reimburse CITY for curative actions taken by CITY. The assessed expenses and costs and the lien provided for herein may be foreclosed in the manner provided by law. LICENSEE shall be entitled to pursue all legal and equitable remedies to contest the amount or existence of any such Lien

11. Emergencies. If an emergency situation arises with respect to the License Areas where the License Areas or any condition thereof presents an imminent threat to the health or safety of Persons or property, the CITY shall make reasonable efforts to provide telephone and fax or email notice to the LICENSEE's Contact Person. If, following that notice, LICENSEE fails to take timely action to correct the emergency situation, and allowing the emergency situation to continue would pose an imminent threat to health or safety to Persons or property, CITY may undertake such limited actions as are necessary to eliminate the emergency; and CITY shall be entitled to recover its reasonable costs of cure from LICENSEE in accordance with provisions hereof. For the purposes of this Section, LICENSEE's Contact Person shall be **Lloyd Berger**; address - Berger Commercial Realty, 1600 S.E. 17th Street, Suite 200, Fort Lauderdale FL 33316; telephone number **(954) 358-0900**; and e-mail address: **lberger@bergercommercial.com**. In the event the LICENSEE's Contact Persons or any other information pertaining to the LICENSEE's Contact Person shall change, such change shall be provided to the CITY Engineer in writing.

12. Damage to Public Property. In the event the use, operation, maintenance, repair, construction, demolition or reconstruction of the Project Improvements cause(s) any damage whatsoever to any other public property, then LICENSEE shall be responsible for the

cost of repair and shall, at CITY's option, make said repairs, subject to CITY's reasonable satisfaction.

13. Removal of Project Improvements and Restoration of License Area.

13.1 Except as may otherwise be expressly provided herein, it is agreed that upon termination of RLA, in whole or in part, as to the License Area, upon written request of CITY within thirty (30) days of such termination or such time as required by the COUNTY, whichever is less, LICENSEE shall remove all or any part of the Project Improvements and any components thereof and upon demand of COUNTY for removal of all or any part of the Project Improvements as to the License Area, and upon demand of COUNTY or CITY for removal of all or any part of the Project Improvements as to the License Area, then LICENSEE shall restore the surface of the such License Area to conditions acceptable to the COUNTY as to the roadway and conditions acceptable to the CITY as to the sidewalk area and any impacted public utilities. Such removal and restoration shall be at LICENSEE's sole cost and expense. In the event LICENSEE fails to begin to remove all or any part of the Project Improvements contemplated herein with thirty (30) days after written demand by the COUNTY or CITY, the CITY is hereby authorized to remove such Project Improvements that interfere with the easement rights or the public's use of dedicated rights-of-way and restore the respective License Area to conditions acceptable to the COUNTY as to the roadway and conditions acceptable to the CITY as to the sidewalk area and any impacted public utilities, and all reasonable costs associated with the removal and restoration thereof shall be fully reimbursed by LICENSEE.

13.2. In the event the LICENSEE fails to remove the Project Improvements and CITY finds it necessary to remove the Project Improvements in accordance with the foregoing, then the total expense incurred by the CITY in removing the Project Improvements and the administrative costs associated therewith shall be considered a special assessment and lien upon the Property. LICENSEE shall have thirty (30) days from the date of the statement of the total expenses incurred by the CITY and the administrative costs associated therewith within which to pay to the CITY the full amount due. Failure to timely pay the amount due or serve upon the CITY Manager a written letter contesting the statement of assessed expenses and administrative costs will result in the matter being scheduled before the CITY Commission for consideration of and adoption of a Resolution assessing against the Property the expenses and administrative costs associated with the CITY's removal of the Project Improvements. The Resolution may also impose a special assessment lien against the Property for the expenses and costs so assessed. A Notice of the Special Assessment assessed by the CITY Commission for the unpaid expenses and costs as stated above shall be recorded with the CITY Clerk and in the Public Records of Broward County, Florida. The assessed expenses and costs and the lien provided for herein may be foreclosed in the manner provided by law.

14. Damage and Destruction. LICENSEE shall not by its possession, use, occupancy, operation, maintenance or repair of the License Area, suffer or permit any damage to the License Area or to the adjacent real property. If during the term of the RLA or this Agreement, LICENSEE becomes aware that the Project Improvements within the License Area have been damaged, destroyed or deteriorated in whole or in part by fire, casualty, obsolescence, failure to maintain or any other cause, and whether or not such destruction or damage is covered

by any insurance policy on the Project, LICENSEE shall give to CITY immediate notice thereof, and LICENSEE shall:

(a) seek the necessary Permits and approvals from the regulatory agencies with jurisdiction over the License Area, Project Improvements or adjacent real property to repair, replace and rebuild the same or cause the same to be repaired, replaced or rebuilt as nearly as possible to their original condition; or

(b) to the extent that such destruction or damage affected the Project Improvements within the License Area or real property adjacent thereto, or any part thereof, if LICENSEE elects to remove such Project Improvements consistent with the terms of the RLA, then LICENSEE shall seek the Permits and approvals, if any, required for such removal and cause such Project Improvements to be removed from the License Area and return the License Area to the condition that existed prior to the Effective Date of the RLA.

15. Indemnity.

(a) LICENSEE shall protect, defend, indemnify and hold harmless the CITY, its officers, employees and agents from and against any and all lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges and other expenses charged or incurred, including reasonable attorney's fees actually incurred, or liabilities of every kind, nature or degree arising out of or in connection with the rights, responsibilities and obligations of LICENSEE under the RLA and this Agreement, conditions contained therein, the location, construction, repair, maintenance use or occupancy by LICENSEE of the License Area, Project Improvements or Project, or the breach or default by LICENSEE of any covenant or provision of the RLA or this Agreement, except for any occurrence arising out of or resulting from the intentional torts or gross negligence of the CITY, its officers, agents and employees acting during the course and scope of their employment. Without limiting the foregoing, any and all such charges, claims, suits, causes of action relating to personal injury, death, damage to property, defects in construction, rehabilitation or restoration of the License Area by LICENSEE or others, alleged infringement of any patents, trademarks, copyrights or of any other tangible or intangible personal or real property right by LICENSEE, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court by LICENSEE, is included in the indemnity.

(b) LICENSEE further agrees that upon proper and timely notice to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and agrees to bear all other costs and expenses related thereto even if the claim is groundless, false or fraudulent and if called upon by the CITY, LICENSEE shall assume and defend not only itself but also the CITY in connection with any claims, suits or causes of action, and any such defense shall be at no cost or expense whatsoever to CITY, provided that the CITY (exercisable by the CITY's Risk Manager) shall retain the right to select counsel of its own choosing. This indemnification shall survive termination, revocation or expiration of the RLA and this Agreement and shall cover any acts or omissions occurring during the term of the RLA and this Agreement, including any period after termination, revocation or expiration of the RLA and this Agreement while any curative acts are undertaken.

16. Insurance. At all times during the term of the RLA and this Agreement, LICENSEE, at its expense, shall keep or cause to be kept in effect the insurance coverages set forth in the RLA and LICENSEE shall provide Certificates of Insurance to CITY at least fourteen (14) days prior to the commencement of the License Term and annually thereafter on the anniversary date of the policies.

17. Remedies of CITY.

17.1 In the event the LICENSEE fails to perform or violates any of the terms or conditions of RLA or this Agreement or is in breach or default in any term or condition hereof, COUNTY or CITY shall provide written notice thereof to LICENSEE and LICENSEE shall cure such violation within the time provided in such Notice, which such time for cure shall be reasonable in light of all the circumstances. LICENSEE shall be obligated to serve upon the CITY any notices of breach of default served upon LICENSEE by COUNTY.

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

17.2 In the event the LICENSEE fails to timely cure the violation within the time specified in Section 17.1, the CITY, as an alternative to the procedures set forth above, may:

17.2.1 take any equitable action to enforce the terms and conditions of the RLA or this Agreement, it being stipulated by the parties that since the RLA and this Agreement deals with the right to use public easements and rights-of-way on or within COUNTY or CITY owned or dedicated lands used for a governmental purpose, a violation or breach of any term or condition of the RLA constitutes an irreparable injury to the public and CITY for which there is no adequate remedy at law; or

17.2.3 take such curative action that was required to be taken by the LICENSEE under the RLA and the cost and expense incurred in CITY's curative actions shall be passed on to and owed by LICENSEE, in which case LICENSEE shall be liable for payment to CITY for all reasonable and necessary costs and expenses incurred by CITY in connection with the performance of the action or actions. LICENSEE shall reimburse CITY within sixty (60) days following written demand for payment thereof. Interest shall accrue on the unpaid amount at the rate of twelve percent (12%) per annum simple interest but in no event shall interest exceed the highest amount allowed by Florida law. The demand shall include reasonable documentation supporting the expenses incurred by CITY. If a dispute arises as to the need for, or amount due to the CITY for repairs or maintenance undertaken by CITY in accordance with this License, and such

dispute is not resolved within forty-five (45) days after the date that CITY makes the original written demand for payment, the LICENSEE shall pay to CITY the undisputed amount and shall provide CITY with a bond or other security acceptable to CITY for the disputed amount pending a resolution of the dispute by negotiation or litigation.

17.3 If LICENSEE does not make the payments required under this Section within the thirty (30) day period set forth herein, then CITY shall have a right to record a Claim of Lien against the Property, which Lien may be either (a) for the total amount of the fines resulting from the procedures set forth in Sections 17.1 and 17.2, including all subsections thereunder, or (b) for all reasonable and necessary costs and expenses of any cure undertaken by CITY in accordance with this Section, the cost of any interim insurance policy as provided herein, and reasonable attorneys' fees and costs associated therewith. The Lien shall be effective upon the recording of the Claim of Lien in the Public Records of Broward County, Florida, which Claim of Lien shall state all amounts due and owing to CITY. The Lien may be foreclosed by CITY in the same manner as provided by law for foreclosure of mortgage liens. The Lien shall continue until payment to CITY of the amounts set forth in the Lien (at which time CITY shall record a satisfaction of such lien). In addition to the Lien, CITY shall have all other rights and remedies granted to it at law or in equity for LICENSEE'S failure to pay the fines owed or reimburse CITY for curative actions taken by CITY. LICENSEE shall be entitled to pursue all legal and equitable remedies to contest the amount or existence of any such lien.

17.4 CITY shall have all other rights and remedies granted to it at law or in equity for LICENSEE's failure to pay the fines owed or reimburse CITY for curative actions taken by CITY. LICENSEE shall be entitled to pursue all legal and equitable remedies to contest the amount or existence of any such lien. The remedies found within this Section 17, including all subsections thereof, are cumulative. The exercise of one does not preclude the exercise of any other remedy.

18. Requirement for Notice. LICENSEE shall give CITY prompt written notice of any accidents on, in, over, within, under and above the License Area. LICENSEE shall also give CITY prompt written notice of any notices of violation received from the COUNTY.

19. Notices.

(a) Except as provided in subsection (c) below, whenever it is provided herein that notice, demand, request or other communication shall or may be given to, or served upon, either of the parties by the other, or either of the parties shall desire to give or serve upon the other any notice, demand, request or other communication with respect hereto or with respect to any matter set forth in this Revocable License, each such notice, demand, request or other communication shall be in writing and any law or statute to the contrary notwithstanding shall not be effective for any purpose unless the same shall be given by hand delivery, or by a nationally recognized overnight courier, or by mailing the same by registered or certified mail, postage prepaid, return receipt requested, addressed to the party at the address set forth below, or at such other address

or addresses and to such other person or firm as LICENSEE may from time to time designate by notice as herein provided.

(b) All notices, demands, requests or other communications hereunder shall be deemed to have been given or served for all purposes hereunder upon receipt if by hand delivery, or upon one (1) business day after deposit with such overnight courier as required above, or upon two (2) business days after deposit with the United States mail, postage prepaid, in the manner aforesaid, provided, however, that for any distance in excess of five hundred (500) miles, air mail service or Federal Express or similar carrier shall be utilized, if available.

AS TO CITY: CITY Manager
City Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301

With copy to: CITY Attorney
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301

AS TO LICENSEE: Lloyd Berger
Berger Commercial Realty
1600 S.E. 17th Street, Suite 200
Fort Lauderdale, FL 33316

With a copy to: Kate A. Murphy
Collins Capital Partners
1700 N.W. 66th Avenue, Suite 102
Plantation, FL 33313

(c) As to activities under Section 11, Emergencies, notice need not be given in accordance with subsection (a) above, but notice shall be sufficient if given to the Contact Person pursuant to Section 11, Emergencies.

20. Assignment, Pledge, Security Interest. [This Section is intentionally deleted.]

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

22 Public Entity Crime Act. [This Section is intentionally deleted.]

23. Independent Contractor. As between CITY and LICENSEE, LICENSEE is an independent contractor under this Agreement. In providing such services, neither LICENSEE nor its agents shall act as officers, employees, or agents of CITY. No partnership, joint venture, or other joint relationship is created hereby. CITY does not extend to LICENSEE or LICENSEE's agents any authority of any kind to bind CITY in any respect whatsoever.

24. Joint Preparation. Each party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

25. Interpretation of Agreement; Severability. This Agreement shall be construed in accordance with the laws of the State of Florida. If any provision hereof, or its application to any person or situation, is deemed invalid or unenforceable for any reason and to any extent, the remainder of this Agreement or the application of the remainder of the provisions, shall not be affected. Rather, this Agreement is to be enforced to the extent permitted by law. The captions, headings and title of this Agreement are solely for convenience of reference and are not to affect its interpretation. Each covenant, term, condition, obligation or other provision of the Agreement is to be construed as a separate and independent covenant of the party who is bound by or who undertakes it, and each is independent of any other provision of this Agreement, unless otherwise expressly provided. All terms and words used in this Agreement, regardless of the number or gender in which they are used, are deemed to include any other number and other gender, as the context requires.

26. Successors. This Agreement shall be binding on and inure to the benefit of the parties, their successors and assigns.

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

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

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

30. Records. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Chapter 119, Florida Statutes, and any resultant award of attorney's fees of non-compliance with that law.

31. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

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

33. Governing Law. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be brought exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Revocable License shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **By entering into this Agreement, CITY and LICENSEE hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Agreement or any acts or omissions in relation thereto.**

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

35. Termination of Pre-Existing Ancillary Agreement to Revocable License Agreement. On May 18, 2017 LICENSEE and CITY entered an Ancillary Agreement to Revocable License Agreement, recorded June 1, 2017 at Instr # 114416886 ("AA RLA.1"). The parties covenant and agree this Agreement shall supersede AA RLA.1 and that upon recordation of this Agreement, AA RLA.1 is terminated and becomes null and void.

36. **Recording.** This Agreement shall be recorded in the Public Records of Broward County, Florida. CITY shall record the Agreement, subject to LICENSEE reimbursing CITY for the cost thereof. A copy of the recorded Agreement shall be provided to LICENSEE and filed with the CITY Clerk's Office of the CITY of Fort Lauderdale.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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

AS TO CITY:

WITNESSES:

CITY OF FORT LAUDERDALE

By _____

Dean J. Trantalis, Mayor

[Witness type or print name]

By _____

Christopher J. Lagerbloom

City Manager

[Witness type or print name]

ATTEST:

(CORPORATE SEAL)

Jeffrey A. Modarelli, City Clerk

APPROVED AS TO FORM:

Alain E. Boileau, City Attorney

By: _____

Robert B. Dunckel

Assistant City Attorney

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this _____, 2019, by **Dean J. Trantalis**, Mayor of the CITY of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)

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

Name of Notary Typed,
Printed or Stamped

My Commission Expires:

Commission Number

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this _____, 2019, by **Christopher J. Lagerbloom**, CITY Manager of the CITY of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)

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

Name of Notary Typed,
Printed or Stamped

My Commission Expires:

Commission Number

LICENSEE

WITNESSES:

BLACKHAWK PROPERTIES &
INVESTMENTS LLC, a Florida limited liability
company;

(Signature)

Printed Name: _____

By: BLACKFIN PROPERTIES &
INVESTMENTS, LLLP, a Florida limited
liability limited partnership, its Member

(Signature)

Printed Name: _____

By: BLACKPOOL ASSOCIATES, INC.,
a Florida corporation, its General Partner

By: _____
William M. Murphy, President

STATE OF FLORIDA:

COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by **William M. Murphy**, as **President of Blackpool Associates, Inc., as General Partner, and on behalf of Blackfin Properties & Investments LLLP, as Member, and on behalf of Blackhawk Properties & Investments LLC, a Florida limited liability company**, who has the authority to execute this Agreement on behalf of said corporation. He is personally known to me or has produced _____ as identification and did take an oath.

(SEAL)

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

Name of Notary Typed,
Printed or Stamped

My Commission Expires:

Commission Number

EXHIBIT "A"

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

Document prepared by:
Maya A. Moore
Assistant County Attorney
115 S. Andrews Avenue, Room 423
Fort 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 Revocable License Agreement ("Agreement") between Broward County ("County"), a political subdivision of the State of Florida, Blackhawk Properties & Investment, LLC ("Licensee"), a Florida limited liability company, authorized to conduct business in the State of Florida, and City of Fort Lauderdale ("Municipality"), a municipal corporation organized and existing under the laws of the State of Florida (collectively the "Parties"), is entered into and effective as of the date this Agreement is fully executed by the Parties (the "Effective Date").

RECITALS

A. Licensee is the owner of property identified in the attached Exhibit A ("Burdened Parcel").

B. County owns and controls the portion of right-of-way on South Andrews Avenue that is adjacent to the Burdened Parcel (the "Revocable License Area") outlined in red on the attached Exhibit B.

C. Licensee seeks and County agrees to permit nonexclusive access and use of the Revocable License Area.

D. Municipality, through formal action of its governing body taken on the ____ day of _____, 20____, has accepted responsibility for the ongoing maintenance and repair of the Revocable License Area under the terms of this Agreement, should Licensee fail to comply with this Agreement.

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

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

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

PLEASE CHECK THE APPROPRIATE BOX BELOW

- ☐ Overflow parking in excess of the minimum of off-street parking required by Chapter 39, Broward County Code of Ordinances, or the applicable municipal minimum of off-street parking requirements.
- ☐ A sign that is permitted under applicable municipal/unincorporated sign ordinances and laws.
- ☒ Additional landscaping and irrigation in excess of that required by Chapter 39, Broward County Code of Ordinances, or applicable municipal minimum landscaping requirements or as a condition of any special exception or variance.
- ☐ Other (explain): _____

2.1 Licensee shall submit plans for the installation together with specifications and a schedule for the ongoing maintenance of the Improvements to the Broward County Highway Construction and Engineering Division (the "HCED") at least thirty (30) days before installation, and must not install the Improvements until written approval is obtained from the Director of the HCED (the "Director"). Licensee shall ensure that the landscaping plans: a) incorporate a minimum of fifty percent (50%) native species by plant types (e.g. canopy tree, palm tree, and shrub), and b) provide for the ongoing maintenance of the Improvements in accordance with the

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

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

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

2.4 Any replacement of the Improvements by Licensee requires the prior submittal of plans and written approval by the Director, consistent with the requirements under Paragraphs 2.1 and 2.2, above.

2.5 Licensee shall keep the Revocable License Area clean, sanitary, and free from trash and debris. Licensee specifically agrees to install, maintain, and repair the Improvements in strict accordance with the approved plans and in a manner that will not pose a hazard to persons or vehicles on any adjacent property.

2.6 If Licensee fails to perform or comply with any terms or conditions of this Agreement, and upon Licensee's and Municipality's receipt of written notice from the Director of the same, Municipality will immediately be responsible for, and assume Licensee's responsibilities and obligations for, the ongoing maintenance, repair, and replacement of the Improvements. Municipality, at its sole cost, will then have thirty (30) days to return the Revocable License Area to a condition acceptable to the County as determined in the sole discretion of the Director. County shall not be obligated to proceed against Licensee or exhaust any other remedies it may have against Licensee or Municipality prior to enforcing Municipality's obligations under this Paragraph 2.6.

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

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

4. ASSIGNMENT. Neither this Agreement nor any right or interest shall be assigned, transferred, or encumbered, without the written consent of County, except to successors or assignees taking title to the Burdened Parcel.

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

6. INDEMNIFICATION OF COUNTY. Licensee shall at all times indemnify, hold harmless, and defend County and all of County's current and former officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses (collectively, a "Claim"), raised or asserted by any person or entity not a party to this Agreement, which Claim is caused or alleged to be caused in whole or in part, by any intentional, reckless, or negligent act or omission of Licensee, its current or former officers, employees, agents, servants or assigns, arising from relating to, or in connection with this Agreement. If any claim is brought against Indemnified Party, Licensee shall upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County, or, at County Attorney's option, pay for an attorney selected by County Attorney to defend Indemnified Party. The obligations of this section shall survive the termination of this Agreement.

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

6.1.1 Indemnification. Third party shall indemnify and hold harmless County, and all of County's current and former officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses (collectively, a "Claim"), raised or asserted by any person or entity not a party to this Agreement, which Claim is caused or alleged to be caused in whole or in part, by any intentional, reckless, or negligent act or omission of third party, its current or former officers, employees, agents, servants or assigns, arising from relating to, or in connection with this Agreement. If any claim is brought against Indemnified Party, the third party shall upon written notice from County, at its own expense, defend each Indemnified Party against each such Claim by counsel satisfactory to County, or, at County Attorney's option, pay for an attorney selected by County Attorney to defend Indemnified Party.

6.2 County and Municipality are entities subject to Section 768.28, Florida Statutes, as may be amended from time to time, and agree to be fully responsible for the 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 in

this Agreement shall be construed as consent by County or Municipality to be sued by third parties in any matter arising out of this Agreement or any other contract.

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

7. INSURANCE.

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

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

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

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

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

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

contribution from any County insurance, self-insurance or otherwise, which shall be in excess of and shall not contribute to the insurance required and provided by Licensee.

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

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

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

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

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

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

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

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

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

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

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

13. NOTICES. In order for notice to a party to be effective under this Agreement, notice must be in writing, and sent via first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for giving notice will remain the same as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

For County:
Director, Broward County Highway Construction and Engineering Division
1 North University Drive, Suite 300B
Plantation, FL 33324-2038
Email: rtornese@broward.org

For Licensee:
Blackhawk Properties & Investment, LLC and assigns
1700 NW 66 Avenue, Suite 102
Plantation, Florida 33313
Email: kmurphy@collinscp.com

For Municipality:
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33301
Email: lfeldman@fortlauderdale.gov

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

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

16. LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

17. COVENANTS RUNNING WITH THE LAND AND RECORDATION OF AGREEMENT. Licensee's obligations under this Agreement shall be a covenant upon the Burdened 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 within ten (10) days of the Effective Date. Upon termination of this Agreement, a document of equal dignity to this document acknowledging such termination shall be executed and recorded by County.

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

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

[THIS SECTION IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have made and executed this Revocable License Agreement: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 20____, and Blackhawk Properties & Investment, LLC, signing by and through its Manager, duly authorized to execute same; and City of Fort Lauderdale, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

By _____
Mayor

____ day of _____, 20__

Insurance requirements
approved by Broward County
Risk Management Division

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

By _____
Signature (Date)

By _____
Maya A. Moore (Date)
Assistant County Attorney

Print Name and Title above

Michael J. Kerr (Date)
Deputy County Attorney

REVOCABLE LICENSE AGREEMENT BETWEEN BROWARD COUNTY, BLACKHAWK PROPERTIES & INVESTMENT, LLC, AND CITY OF FORT LAUDERDALE FOR NON-EXCLUSIVE ACCESS AND USE OF A PORTION OF COUNTY RIGHT-OF-WAY.

LICENSEE

ATTEST:

Secretary

(Print/Type Name)

(Corporate Seal)

OR

WITNESSES:

Shameen Threath
Signature

Shameen Threath
Print/Type Name

Christine Tagaste
Signature

Christine Tagaste
Print/Type Name

BLACKHAWK PROPERTIES &
INVESTMENTS LLC,

a Florida limited liability company

By: BLACKFIN PROPERTIES &
INVESTMENTS, LLLP, a Florida limited
liability limited partnership, its Manager

By: BLACKPOOL ASSOCIATES, INC.,
a Florida corporation,
its General Partner

By: William M. Murphy

William M. Murphy, President

17 day of Sept, 2018.

STATE OF FLORIDA)

) SS

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 17 day of Sept, 2018 by William M. Murphy, as President of BLACKPOOL ASSOCIATES, INC., a Florida corporation/partnership, on behalf of the corporation/partnership. He or she is:

☒ personally known to me, or

☐ produced identification. Type of identification produced _____.

(Seal)

My commission expires 11-05-2020



NOTARY PUBLIC:

Print name: Christine Tagaste

REVOCABLE LICENSE AGREEMENT BETWEEN BROWARD COUNTY, BLACKHAWK PROPERTIES & INVESTMENT, LLC, AND CITY OF FORT LAUDERDALE FOR NON-EXCLUSIVE ACCESS AND USE OF A PORTION OF COUNTY RIGHT-OF-WAY.

MUNICIPALITY

ATTEST:

Municipal Clerk

(Print or Type Name)

(SEAL)

By _____
Mayor-Commissioner

(Print or Type Name)

____ day of _____, 20____.

Municipal Manager

____ day of _____, 20____.

APPROVED AS TO FORM:

By _____
Municipal Attorney

Exhibit A

Legal Description of Burdened Parcel

PARCEL 1:

Lots 1, 2, 3 and 4, Block 45, Less the West 15 feet thereof, TOWN OF FORT LAUDERDALE, according to the Plat thereof, as recorded in Plat Book B Page 40, of the Public Records of Miami-Dade County, Florida. Said lands situate, lying and being in Broward County, Florida.

PARCEL 2:

Lots 5, 6, 7, 8, 9 and 10, Block 45, TOWN OF FORT LAUDERDALE, according to the Plat thereof, as recorded in Plat Book B, Page 40 of the Public Records for Miami-Dade County, Florida. Said lands situate, lying and being in Broward County, Florida.

LESS AND EXCEPT:

That portion conveyed to Broward County by Warranty Deed recorded in Official Records Instrument No. 114351835 and corrected in Official Records Instrument No. 114376772, described as follows:

A portion of Lots 5 through 10, inclusive, Block 45, TOWN OF FORT LAUDERDALE, according to the Plat thereof, as recorded in Plat Book B, Page 40, of the Public Records of Miami-Dade County, Florida. Said lands situate lying and being in Broward County, Florida; said portion is more particularly described as follows:

The East 9.00 feet of the West 24.00 feet of said Lots 5 through 10, and the South 5.00 feet of the East 29.79 feet of the West 53.79 feet of said Lot 10; and the area formed by the triangle bounded on the South by a line 5.00 feet North and parallel with the South line of said Lot 10, bounded on the West by a line 24.00 feet East of and parallel with the West line of said Lot 10 and bounded on the Northeast by a chord based on a 30.00 foot radius curve, concave to the Northeast, whose tangents are 5.00 feet North of the South line of said Lot 10, and 24.00 feet East of the West line of said Lot 10.

TOGETHER WITH:

The West 15 feet of Lots 9 and 10, of said Block 45, TOWN OF FORT LAUDERDALE, according to the Plat thereof, as recorded in Plat Book B, Page 40, of the Public Records of Miami-Dade County, Florida; said lands situate, lying and being in Broward County, Florida.

AND ALSO LESS AND EXCEPT:

That portion conveyed to City of Fort Lauderdale by Right of Way Deed recorded in Official Records Instrument No. 114570740, said portion is more particularly described as follows:

The South 5.00 feet of Lot 10, less the West 53.79 feet thereof, Block 45, TOWN OF FORT LAUDERDALE, according to the Plat thereof, as recorded in Plat Book B, Page 40, of the Public Records of Miami- Dade County, Florida; said lands situate, lying and being in Broward County, Florida.

AND ALSO LESS AND EXCEPT:

The West 15 feet of Lots 5, 6, 7, and 8, of said Block 45, TOWN OF FORT LAUDERDALE, according to the Plat thereof, as recorded in Plat Book B, Page 40, of the Public Records of Miami-Dade County, Florida; said lands situate, lying and being in Broward County, Florida.

Legal Description of Licensed Property

A portion of Lots 1 through 4, inclusive, Block 45, and a portion of Southeast 5th Street, Town of Fort Lauderdale, according to the Plat thereof, as recorded in Plat Book B, Page 40, of the Public records of Miami-Dade County, Florida, described as follows:

Begin at the intersection of the South line of said Lot 4 and a line 21.00 feet East of the West line of said Block 45, thence South $88^{\circ}13'21''$ West along the South line of said Lot 4, a distance of 16.51 feet, thence North $02^{\circ}11'12''$ West, a distance of 183.31 feet to the point of curvature of a curve concave Southeasterly, thence Northeasterly, along the arc of said curve, having a radius of 23.67 feet, a central angle of $90^{\circ}24'33''$, for an arc distance of 37.35 feet to the point of tangency, thence North $88^{\circ}13'21''$ East, a distance of 22.94 feet, (the last three described courses being coincident with the proposed face of curb along the East line of Andrews Avenue and along the South line of Southeast 5th Street); thence South $01^{\circ}46'39''$ East, a distance of 7.14 feet, thence South $43^{\circ}01'05''$ West, a distance of 42.58 feet, thence South $02^{\circ}11'12''$ East, along a line 21.00 feet East of and parallel with the West line of said Block 45, a distance of 169.80 feet to the Point of Beginning.

Said lands situate in the City of Fort Lauderdale, Broward County, Florida. Containing 3,970 square feet or 0.091 acres more or less.

TOGETHER WITH:

A portion of Lots 5 through 10, inclusive, Block 45, Town of Fort Lauderdale, according to the Plat thereof, as recorded in Plat Book B, Page 40, of the Public Records of Miami-Dade County, Florida, described as follows:

Begin at the intersection of the North line of said Lot 5 and a line 21.00 feet East of and parallel with the West line of said Block 45, thence South $02^{\circ}11'12''$ East along a line 21.00 feet East of and parallel with the West line of said Block 45, a distance of 100.00 feet; thence North $88^{\circ}13'21''$ East, along the South line of said Lot 6, a distance of 3.00 feet, thence South $02^{\circ}11'12''$ East, along a line 24.00 feet East of and parallel with the West line of said Block 45, a distance of 165.21 feet, thence South $46^{\circ}58'55''$ East, a distance of 42.27 feet, thence South $88^{\circ}13'21''$ West, a distance of 38.79 feet to the point of curvature of a curve concave Northeasterly, thence Northwesterly, along the arc of said curve, having a radius of 10.58 feet, a central angle of $89^{\circ}35'27''$, for an arc distance of 16.54 feet to the point of tangency, thence North $02^{\circ}11'12''$ West, a distance of 284.49 feet (the last three described courses being coincident with the proposed face of curb along the North line of SE 6th Street and along the East line of South Andrews Avenue); thence North $88^{\circ}13'21''$ East, along the North line of said Lot 5, a distance of 16.51 feet to the Point of Beginning.

Said lands situate in the City of Fort Lauderdale, Broward County, Florida. Containing 5,875 square feet or 0.135 acres more or less.

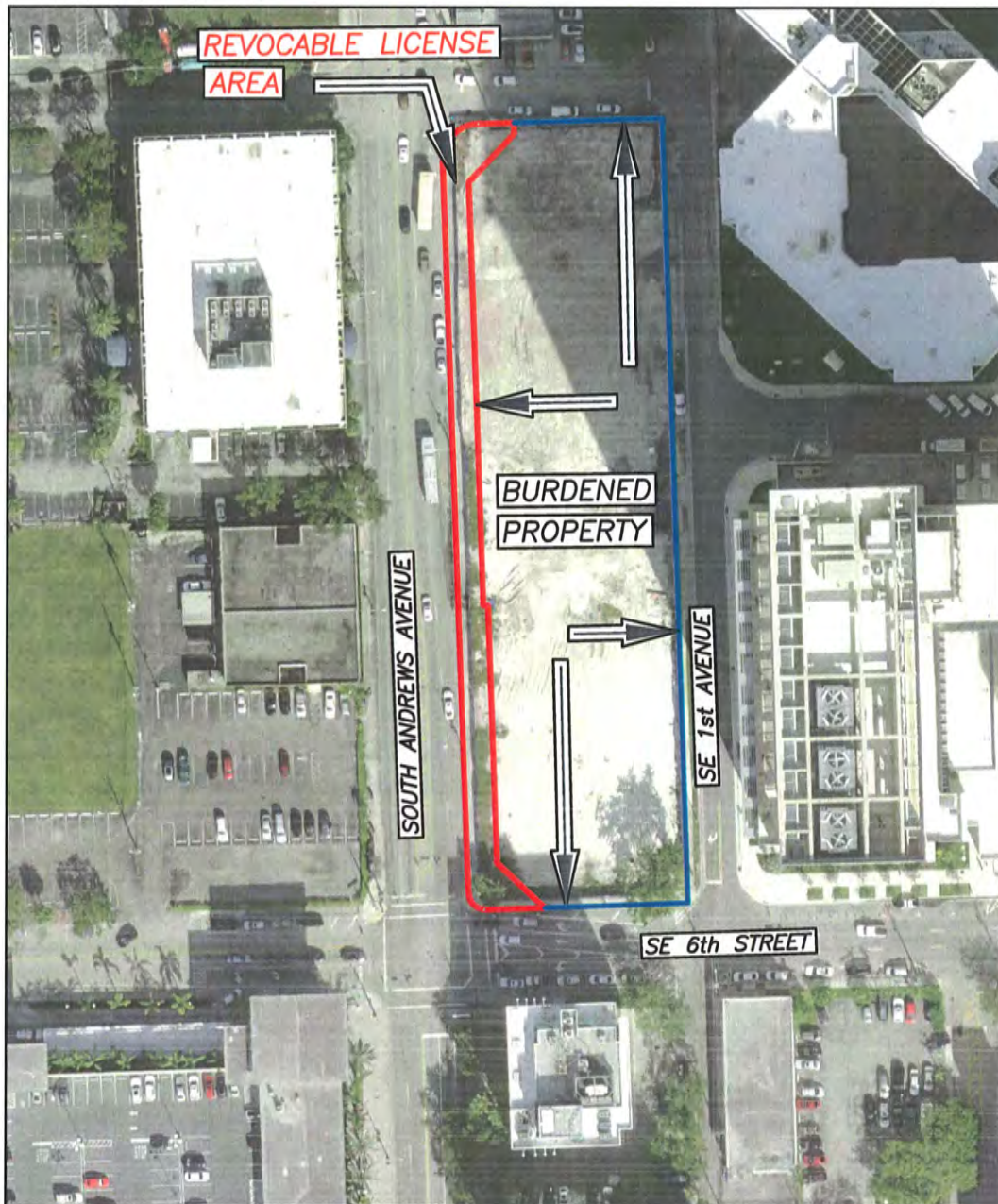
LOCATION MAP

PROJECT REFERENCE NUMBER: 180305001

PROJECT: Revocable License Agreement between Broward County, the City of Fort Lauderdale and Blackhawk Properties & Investments, LLC, in the City of Fort Lauderdale.



EXHIBIT "B"



LEGEND:

 = REVOCABLE LICENSE AREA = BURDENED PROPERTY

SHEET 1 OF 1

Scale: Not To Scale	Drawn by: JAT	Date: 6-20-18	Checked by: GWD	Date: 6-20-18	File Location: E:\RW\Location Maps\AGREEMENTS\180305001
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BROWARD COUNTY HIGHWAY CONSTRUCTION & ENGINEERING DIVISION

FOR: BLACKHAWK PROPERTIES

SKETCH AND DESCRIPTION REVOCABLE LICENSE AGREEMENT EXHIBIT "B"

LEGAL DESCRIPTION:

A PORTION OF LOTS 1 THROUGH 4, INCLUSIVE, BLOCK 45, AND A PORTION OF SOUTHEAST 5TH STREET, TOWN OF FORT LAUDERDALE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK B, PAGE 40, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE SOUTH LINE OF SAID LOT 4 AND A LINE 21.00 FEET EAST OF THE WEST LINE OF SAID BLOCK 45; THENCE SOUTH 88°13'21" WEST ALONG THE SOUTH LINE OF SAID LOT 4, A DISTANCE OF 16.51 FEET; THENCE NORTH 02°11'12" WEST, A DISTANCE OF 183.31 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 23.67 FEET, A CENTRAL ANGLE OF 90°24'33", FOR AN ARC DISTANCE OF 37.35 FEET TO THE POINT OF TANGENCY; THENCE NORTH 88°13'21" EAST, A DISTANCE OF 22.94 FEET; (THE LAST THREE DESCRIBED COURSES BEING COINCIDENT WITH THE PROPOSED FACE OF CURB ALONG THE EAST LINE OF ANDREWS AVENUE AND ALONG THE SOUTH LINE OF SOUTHEAST 5TH STREET); THENCE SOUTH 01°46'39" EAST, A DISTANCE OF 7.14 FEET; THENCE SOUTH 43°01'05" WEST, A DISTANCE OF 42.58 FEET; THENCE SOUTH 02°11'12" EAST, ALONG A LINE 21.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID BLOCK 45, A DISTANCE OF 169.80 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA. CONTAINING 3,970 SQUARE FEET OR 0.091 ACRES MORE OR LESS.

NOTES:

BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING AND ARE REFERENCED TO THE WEST BOUNDARY OF BLOCK 45 TOWN OF FORT LAUDERDALE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK B, PAGE 40, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, WHICH BEARS NORTH 02°11'12" WEST.

THIS SKETCH AND DESCRIPTION CONSISTS OF 2 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHER.

CERTIFICATE:

WE HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION AND OTHER PERTINENT DATA SHOWN HEREON, OF THE ABOVE DESCRIBED PROPERTY, CONFORMS TO THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN CHAPTER 5J-17, (FLORIDA ADMINISTRATIVE CODE) AS ADOPTED BY DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES AND THAT SAID SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

CRAVEN THOMPSON & ASSOCIATES, INC.
LICENSED BUSINESS NUMBER #271



Digitally signed by Douglas M Davie
DN: c=US, o=CRAVEN THOMPSON AND ASSOCIATES,
ou=CRAVEN THOMPSON AND ASSOCIATES, cn=Douglas M
Davie,
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Date: 2018.06.21 09:26:41 -0400'

DOUGLAS M. DAVIE
PROFESSIONAL SURVEYOR AND MAPPER NO. 4343
STATE OF FLORIDA

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VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR A
UNIQUE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED
PROFESSIONAL SURVEYOR AND MAPPER UNDER CHAPTER RULES
5J-17.061 & 5J-17.062 FLORIDA ADMINISTRATIVE CODE

R:\SURVEY\2015\15-0008-001-02 500 BUILDING\DRAWINGS\15-0008 SD EASMENTS LOTS 1-4

THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown hereon.

The undersigned and CRAVEN-THOMPSON & ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification. Lands shown hereon were not abstracted for right-of-way and/or easements of record.

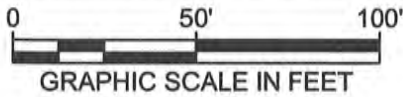


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3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33308 FAX: (954) 739-8400 TEL: (954) 739-8400
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MATERIAL SHOWN HEREON IS THE PROPERTY OF CRAVEN-THOMPSON & ASSOCIATES, INC. AND SHALL
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UPDATES and/or REVISIONS		DATE	BY	CK'D
ADDRESS COUNTY COMMENTS		3/7/18	DMD	DMD
REVISE DIST TO PROPOSED CURB		6/7/18	DMD	DMD
ADDRESS COUNTY COMMENTS		6/21/18	DMD	DMD
JOB NO.: 15-0008		SHEET 1 OF 2 SHEETS		
DRAWN BY: DMD		F.B. N/A PG. N/A		
CHECKED BY: RAY		DATED: 11/1/17		

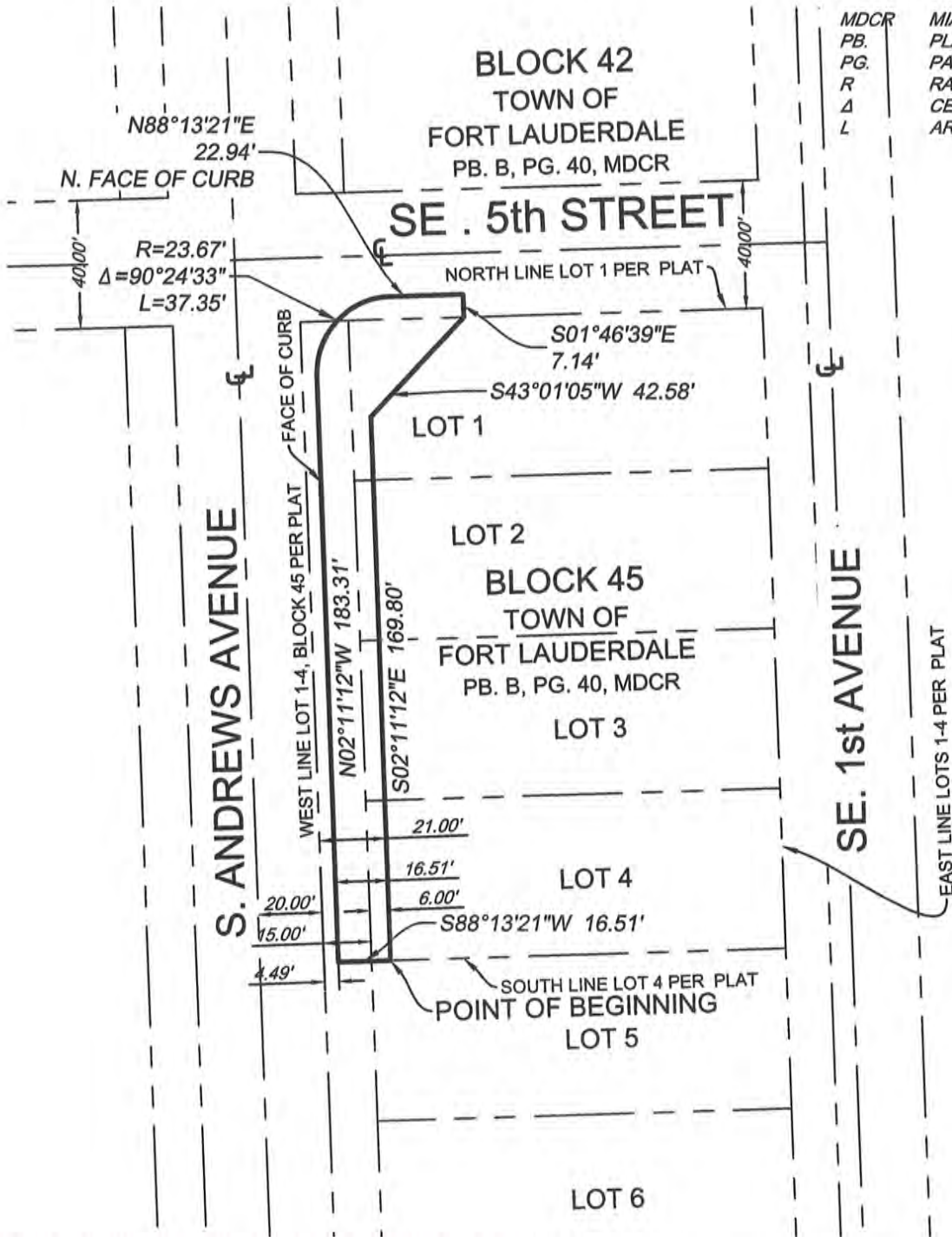
FOR: BLACKHAWK PROPERTIES

SKETCH AND DESCRIPTION REVOCABLE LICENSE AGREEMENT EXHIBIT "B"



LEGEND

MDCR	MIAMI-DADE COUNTY RECORDS
PB.	PLAT BOOK
PG.	PAGE
R	RADIUS
Δ	CENTRAL ANGLE
L	ARC LENGTH



R:\SURVEY\2015\15-0008-001-02 500 BUILDING\DRAWINGS\15-0008 SD EASMENTS LOTS 1-4

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ADDRESS COUNTY COMMENTS	3/7/18	DMD	DMD
REVISE DIST TO PROPOSED CURB	6/7/18	DMD	DMD



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JOB NO.: 15-0008	SHEET 2 OF 2 SHEETS
DRAWN BY: DMD	F.B. N/A PG. N/A
CHECKED BY: RAY	DATED: 11/1/17

FOR: BLACKHAWK PROPERTIES

SKETCH AND DESCRIPTION REVOCABLE LICENSE AGREEMENT EXHIBIT "B"

LEGAL DESCRIPTION:

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BEGIN AT THE INTERSECTION OF THE NORTH LINE OF SAID LOT 5 AND A LINE 21.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID BLOCK 45; THENCE SOUTH 02°11'12" EAST ALONG A LINE 21.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID BLOCK 45, A DISTANCE OF 100.00 FEET; THENCE NORTH 88°13'21" EAST, ALONG THE SOUTH LINE OF SAID LOT 6, A DISTANCE OF 3.00 FEET; THENCE SOUTH 02°11'12" EAST, ALONG A LINE 24.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID BLOCK 45, A DISTANCE OF 165.21 FEET; THENCE SOUTH 46°58'55" EAST, A DISTANCE OF 42.27 FEET; THENCE SOUTH 88°13'21" WEST, A DISTANCE OF 38.79 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 10.58 FEET, A CENTRAL ANGLE OF 89°35'27", FOR AN ARC DISTANCE OF 16.54 FEET TO THE POINT OF TANGENCY; THENCE NORTH 02°11'12" WEST, A DISTANCE OF 284.49 FEET (THE LAST THREE DESCRIBED COURSES BEING COINCIDENT WITH THE PROPOSED FACE OF CURB ALONG THE NORTH LINE OF SE 6TH STREET AND ALONG THE EAST LINE OF SOUTH ANDREWS AVENUE); THENCE NORTH 88°13'21" EAST, ALONG THE NORTH LINE OF SAID LOT 5, A DISTANCE OF 16.51 FEET TO THE POINT OF BEGINNING.

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CRAVEN THOMPSON & ASSOCIATES, INC.
LICENSED BUSINESS NUMBER #271



Digitally signed by Douglas M Davie
DN: c=US, o=CRAVEN THOMPSON AND ASSOCIATES, ou=CRAVEN THOMPSON AND ASSOCIATES, cn=Douglas M Davie,
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DOUGLAS M. DAVIE
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R:\SURVEY\2015\15-0008-001-02 500 BUILDING\DRAWINGS\15-0008 SD MAINT DECLARATION

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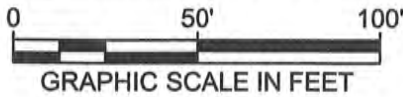
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UPDATES and/or REVISIONS	DATE	BY	CK'D
REVISE PER COUNTY COMMENTS	1/19/17	DMD	DMD
REVISE WEST BNDY TO PROPOSED CURB	3/30/17	DMD	DMD
REVISE PER COUNTY COMMENTS	5/25/18	DMD	DMD
CORRECT DIMS TO CURB	6/7/18	DMD	DMD
JOB NO.: 15-0008	SHEET 1 OF 2 SHEETS		
DRAWN BY: DMD	F.B. N/A	PG. N/A	
CHECKED BY: RAY	DATED: 10/31/16		

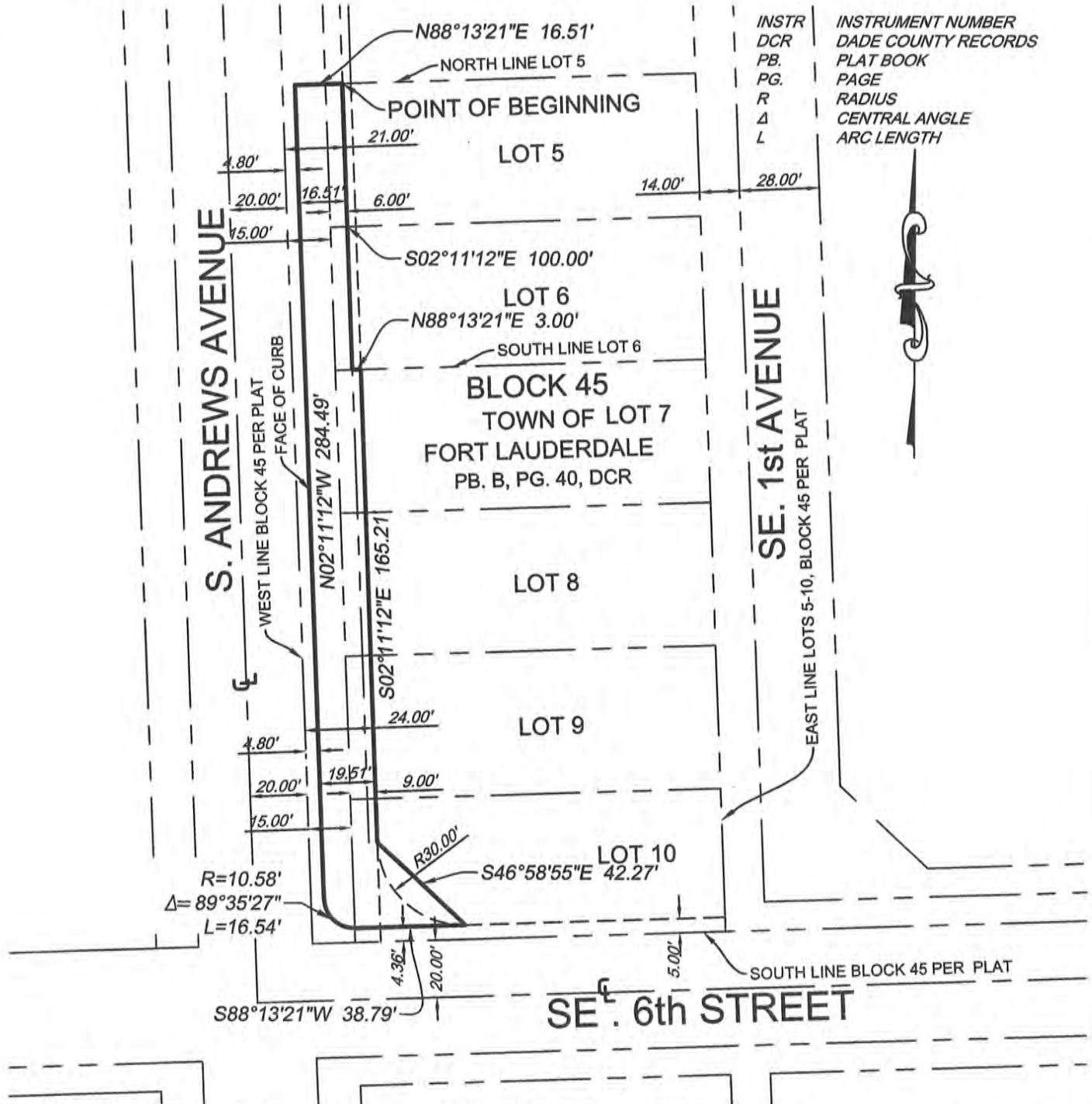
FOR: BLACKHAWK PROPERTIES



SKETCH AND DESCRIPTION REVOCABLE LICENSE AGREEMENT EXHIBIT "B"

LEGEND

INSTR	INSTRUMENT NUMBER
DCR	DADE COUNTY RECORDS
PB.	PLAT BOOK
PG.	PAGE
R	RADIUS
Δ	CENTRAL ANGLE
L	ARC LENGTH



R:\SURVEY\2015\15-0008-001-02 500 BUILDING\DRAWINGS\15-0008 SD MAINT DECLARATION

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CORRECT DIMS TO CURB		6/7/18	DMD	DMD
JOB NO.: 15-0008		SHEET 2 OF 2 SHEETS		
DRAWN BY: DMD		F.B. N/A PG. N/A		
CHECKED BY: RAY		DATED: 10/27/16		

EXHIBIT C

550 S ANDREWS AVENUE – Parking Garage & Office Building, 550 S Andrews Ave, Fort Lauderdale, FL 33301

Subject: Maintenance Agreement Improvements

Broward County Reference Nos. 160323001 and 180305001

SCOPE OF IMPROVEMENTS:

The project includes improvements to the streetscape along the west side of the Burdened Parcel as described on Exhibit A within a portion of the right-of-way for South Andrews Avenue, including the corner chord on the NE corner of South Andrews Avenue and SE 6th Street, and the corner chord on the SE corner of South Andrews Avenue and SE 5th Street. The improvements include concrete pavers, concrete sidewalk, landscaping, irrigation, pedestrian level lighting, site/landscape lighting, concrete steps, concrete ramps, concrete planter walls and stainless steel handrails.

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 Nos. 160323001 and 180305001

NOTES:

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

Broward County NatureScape program information can be found at:

www.broward.org/NatureScape/Pages/Default.aspx

Florida Friendly Landscaping™ Guide principles and information can be found at:

<http://floridayards.org>

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

General Requirements

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

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

Irrigation

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

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

Pavers

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

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

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

Pedestrian Lighting

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

Vegetation

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

Mulch

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

Tree and Palm

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

Tree Fertilization

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

EXHIBIT D **INSURANCE REQUIREMENTS**

Project: Blackhawk Properties & Investment, LLC Revocable License Agreement for Landscaping
Agency: Highway Construction and Engineering Division

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury Per Occurrence or Claims-Made: <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made Gen'l Aggregate Limit Applies per: <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury Property Damage Combined Bodily Injury and Property Damage Personal Injury Products & Completed Operations	 \$1,000,000 	 \$2,000,000
AUTO LIABILITY <input type="checkbox"/> Comprehensive Form <input type="checkbox"/> Owned <input type="checkbox"/> Hired <input type="checkbox"/> Non-owned <input type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury (each person) Bodily Injury (each accident) Property Damage Combined Bodily Injury and Property Damage		
<input type="checkbox"/> EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			
<input checked="" type="checkbox"/> WORKER'S COMPENSATION <i>Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.</i>	N/A	<input checked="" type="checkbox"/>	Each Accident	STATUTORY LIMITS	
<input checked="" type="checkbox"/> EMPLOYER'S LIABILITY			Each Accident	\$100,000	
<input type="checkbox"/> PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) All engineering, surveying and design professionals.	N/A	<input checked="" type="checkbox"/>	If claims-made form: Extended Reporting Period of: *Maximum Deductible:		
<input type="checkbox"/> Installation floater is required if Builder's Risk or Property are not carried. <i>Note: Coverage must be "All Risk", Completed Value.</i>			*Maximum Deductible (Wind and/or Flood): *Maximum Deductible:	Not to exceed 5% of completed value \$10 k	Completed Value
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

Countdown
Digitally signed by
Broward County
DN: cn=Broward County, o=Broward County, email=broward@fla.gov, c=US

Risk Management Division