

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, BJK Ventures, 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 20 day of August, 2019, has accepted responsibility for the ongoing maintenance and repair of the Revocable License Area under the terms of this Agreement, should Licensee fail to comply with this Agreement.

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 shall 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 Licensee's 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 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 If Licensee or any subcontractor fails to maintain the insurance required by this Agreement, County may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Licensee. 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 a 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:
BJK Ventures, LLC and assigns
2600 SW 3rd Avenue
Fort Lauderdale, FL 33312
Email: wmorgan@morganolsen.com

For Municipality:
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301
Email: DGirisen@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 BJK Ventures, 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

LICENSEE

11

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

MUNICIPALITY

WITNESSES:

**CITY OF FORT LAUDERDALE, A
MUNICIPAL CORPORATION OF FLORIDA**

[Witness type or print name]

By _____
Dean J. Trantalis,
Mayor

[Witness type or print name]

By _____
Christopher Lagerbloom,
City Manager

ATTEST:

Approved as to form:
Alain E. Boileau, City Attorney

Jeffery A. Modarelli,
City Clerk

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 for the City of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me or has produced _____ as identification.

(SEAL)

Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)
My Commission Expires: _____
Commission Number _____

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this _____, 2019 by Christopher Lagerbloom, , City Manager of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me or has produced _____ as identification.

(SEAL)

Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)
My Commission Expires: _____
Commission Number _____

[THIS SPACE INTENTIONALLY LEFT BLANK]

Exhibit "A"

Legal Description of Burdened Parcel

Parcel 1:

Lots 8, 9 and 10, Block 58, Revised Plat of Blocks 57 & 58 Croissant Park, according to the map or plat thereof as recorded in Plat Book 7, Page 16 of the Public Records of Broward County, Florida.

Parcel 2:

Lots 11, 12, 13, 14, 15 and 16, Block 58, Revised Plat of Blocks 57 & 58 Croissant Park, according to the map or plat thereof as recorded in Plat Book 7, Page 16 of the Public Records of Broward County, Florida.

LESS:

The East 3.00 feet of Lots 8, 9, 10, 11, 12, 13, 14, 15 and 16, Block 58, REVISED PLAT OF BLOCKS 57 AND 58, CROISSANT PARK, according to the plat thereof, as recorded in Plat Book 7, Page 16, of the Public Records of Broward County, Florida.

TOGETHER WITH:

The external portion of a 25.39 foot radius chord (with a 30.00 foot tangent) at the Southeast corner of said Lot 16, Block 58; that is tangent on the South to the South line of said Lot 16, being the North right-of-way line of S.W. 20th Street and tangent on the East to a line 3.00 feet West of and parallel with the East line of said Lot 16.

Said lands situate, lying and being in the City of Fort Lauderdale, Broward County, Florida.

Legal Description of Licensed Property

A portion of South Andrews Avenue right-of-way, East of and adjacent to Lots 11, 12, 13, 14, 15 and 16, Block 58, REVISED PLAT OF BLOCKS 57 AND 58, CROISSANT PARK, according to the plat thereof, as recorded in Plat Book .7, Page 16, of the public records of Broward County, Florida; AND a portion of said Lots 11 and 16, All more fully described as follows:

Beginning (1) on the North line of Lot 11, 3.00 feet West of the Northeast corner of said Lot 11; thence South 00°00'00" East, on a line 3.00 feet West of and parallel with the East line of said Lot 11, a distance of 10.70 feet; to a Reference Point "A"; thence North 45°10'33" East, a distance of 11.58 feet; thence North 00°00'00" East, a distance of 2.54 feet; thence North 90°00'00" West, on the Easterly extension of the North line of said Lot 11 and on the North line of said Lot 11, a distance of 8.21 feet to the Point of Beginning (1).

TOGETHER WITH:

Commencing (1) at the aforementioned Reference Point "A"; thence South $00^{\circ}00'00''$ East, on a line 3.00 feet West of and parallel with the East line of said Lots 11 to 16, a distance of 158.80 feet to the Point of Beginning (2), thence continuing South $00^{\circ}00'00''$ East, on a line 3.00 feet West of and parallel with the East line of said Lot 16, a distance of 6.37 feet to a point of curve; thence Southerly and Westerly on said curve to the right, with a radius of 20.00 feet, a central angle of $99^{\circ}30'17''$, an arc distance of 34.73 feet to a point of tangency; thence North $80^{\circ}29'43''$ West, on the South line of said Lot 16, a distance of 6.37 feet to a Reference Point "B"; thence North $49^{\circ}45'09''$ East, a distance of 38.77 feet to the Point of Beginning (2).

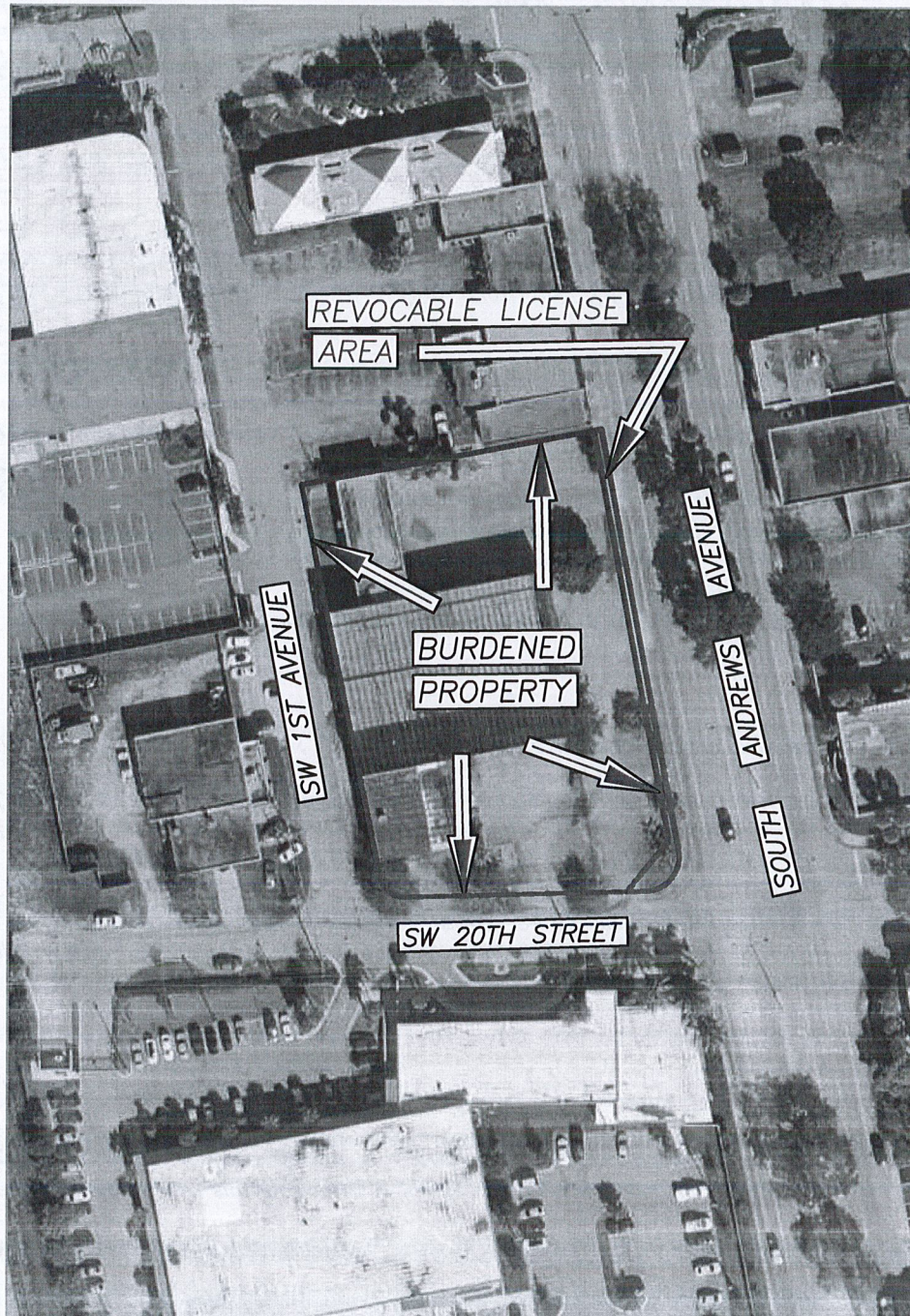
LOCATION MAP

PROJECT REFERENCE NUMBER: 170411001



PROJECT: Revocable License Agreement between Broward County,
the City of Fort Lauderdale and BJK Ventures 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: 12-12-17	Checked by: GWD	Date: 12-12-17	File Location: E:\RW\Location Maps\AGREEMENTS\170411001
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BROWARD COUNTY HIGHWAY CONSTRUCTION & ENGINEERING DIVISION



McLAUGHLIN ENGINEERING COMPANY
LB#285

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

EXHIBIT "B"
SKETCH AND DESCRIPTION
MARINE 1957
MAINTENANCE AREA
SHEET 1 OF 3 SHEETS

LEGAL DESCRIPTION:

A portion of South Andrews Avenue right-of-way, East of and adjacent to Lots 11, 12, 13, 14, 15 and 16, Block 58, REVISED PLAT OF BLOCKS 57 AND 58, CROISSANT PARK, according to the plat thereof, as recorded in Plat Book 7, Page 16, of the public records of Broward County, Florida; AND a portion of said Lots 11 and 16, All more fully described as follows:

Beginning (1) on the North line of Lot 11, 3.00 feet West of the Northeast corner of said Lot 11; thence South 00°00'00" East, on a line 3.00 feet West of and parallel with the East line of said Lot 11, a distance of 10.70 feet; to a Reference Point "A"; thence North 45°10'33" East, a distance of 11.58 feet; thence North 00°00'00" East, a distance of 2.54 feet; thence North 90°00'00" West, on the Easterly extension of the North line of said Lot 11 and on the North line of said Lot 11, a distance of 8.21 feet to the Point of Beginning (1).

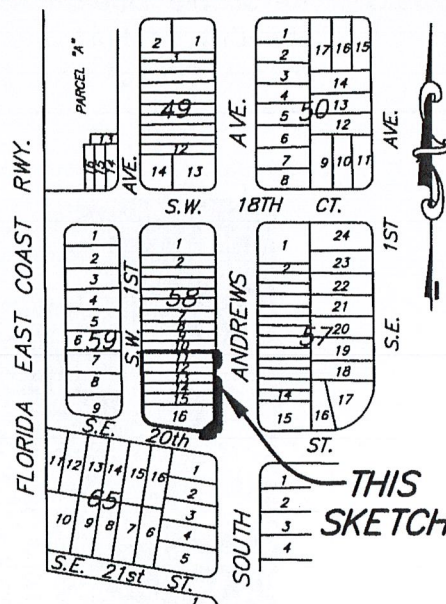
TOGETHER WITH:

Commencing (1) at the aforementioned Reference Point "A"; thence South 00°00'00" East, on a line 3.00 feet West of and parallel with the the East line of said Lots 11 to 16, a distance of 158.80 feet to the Point of Beginning (2); thence continuing South 00°00'00" East, on a line 3.00 feet West of and parallel with the East line of said Lot 16, a distance of 6.37 feet to a point of curve; thence Southerly and Westerly on said curve to the right, with a radius of 20.00 feet, a central angle of 99°30'17", an arc distance of 34.73 feet to a point of tangency; thence North 80°29'43" West, on the South line of said Lot 16, a distance of 6.37 feet to a Reference Point "B"; thence North 49°45'09" East, a distance of 38.77 feet to the Point of Beginning (2).

LEGAL DESCRIPTION CONTINUED
ON SHEET 2 OF 2 SHEETS

NOTES:

- 1) This sketch reflects all easements and rights-of-way, as shown on above referenced record plat(s). The subject property was not abstracted for other easements road reservations or rights-of-way of record by McLaughlin Engineering Company.
- 2) Legal description prepared by McLaughlin Engineering Co.
- 3) This drawing is not valid unless sealed with an embossed surveyors seal.
- 4) THIS IS NOT A BOUNDARY SURVEY.
- 5) Bearings shown assume the East line of Lots 11 to 16, as South 00°00'00" East.



SITE LAYOUT
NOT TO SCALE

CERTIFICATION

Certified Correct. Dated at
Fort Lauderdale, Florida this
22nd day of June, 2018.
Revised this 29th day of June, 2018.

McLAUGHLIN ENGINEERING COMPANY

J. M. McLaughlin Jr.
JAMES M. McLAUGHLIN JR.
Registered Land Surveyor No. 4497
State of Florida.

FIELD BOOK NO. _____

DRAWN BY: JMMjr

JOB ORDER NO. V-3475

CHECKED BY: _____

REF. DWG.: 11-2-034

C: \JMMjr\2018\V3475 (MAINT)



McLAUGHLIN ENGINEERING COMPANY
LB#285

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

EXHIBIT "B"
SKETCH AND DESCRIPTION
MARINE 1957
MAINTENANCE AREA
SHEET 2 OF 3 SHEETS

LEGAL DESCRIPTION CONTINUED:

ALSO TOGETHER WITH:

Commencing (2) at the aforementioned Reference Point "A"; thence South 67°24'43" East, a distance of 6.50 feet to the Point of Beginning (3); thence North 45°10'33" East, a distance of 10.22 feet; thence South 00°00'00" East, a distance of 22.21 feet; thence North 90°00'00" West, a distance of 1.00 feet; thence South 35°57'57" West, a distance of 10.64 feet to a Reference Point "C"; thence North 00°00'00" East, a distance of 23.62 feet to the Point of Beginning (3).

AND ALSO TOGETHER WITH:

Commencing (3) at the aforementioned Reference Point "B"; thence South 09°30'17" West, a distance of 5.00 feet to the Point of Beginning (4); thence continuing South 09°30'17" West, a distance of 8.00 feet; thence South 80°29'43" East, a distance of 12.16 feet; thence North 09°30'17" East, a distance of 2.00 feet; thence South 80°29'43" East, a distance of 0.63 feet to a point of curve; thence Northeasterly on said curve to the left, with a radius of 27.50 feet, a central angle of 39°01'29", an arc distance of 18.73 feet; thence North 00°00'00" East, a distance of 12.55 feet to a point on a curve; thence Southwesterly on said curve to the right, whose radius point bears North 46°38'53" West, with a radius of 25.00 feet, a central angle of 60°02'19", an arc distance of 26.20 feet to a point of tangency; thence North 80°29'43" West, a distance of 6.37 feet to the Point of Beginning (4).

AND ALSO TOGETHER WITH:

Commencing at the aforementioned Reference Point "C"; thence South 00°00'00" East, a distance of 26.77 feet to the Point of Beginning (5); thence South 35°57'57" East, a distance of 10.64 feet; thence North 90°00'00" East, a distance of 1.00 feet; thence South 00°00'00" East, a distance of 108.18 feet to a point of curve; thence Southerly on said curve to the right, with a radius of 27.50 feet, a central angle of 24°26'35", an arc distance of 11.73 feet; thence North 90°00'00" West, a distance of 4.79 feet; thence North 00°00'00" East, a distance of 128.18 feet to the Point of Beginning (5).

Said lands situate, lying and being in the City of Fort Lauderdale, Broward County, Florida and containing 1,683 square feet or 0.0386 acres more or less.

FIELD BOOK NO. _____

DRAWN BY: JMMjr

JOB ORDER NO. V-3475

CHECKED BY: _____

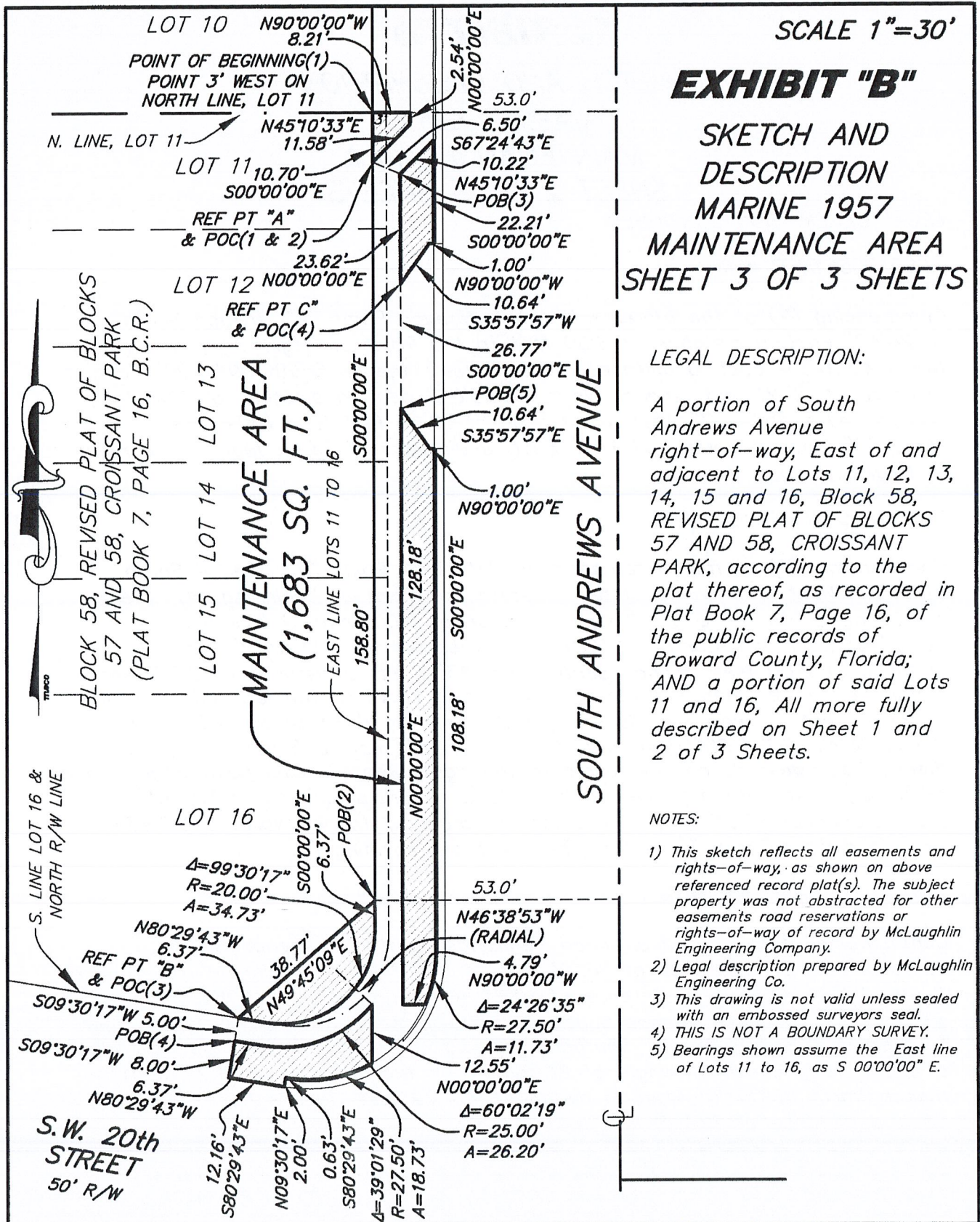
REF. DWG.: 11-2-034

C: \JMMjr\2018\V3475 (MAINT)



McLAUGHLIN ENGINEERING COMPANY
LB#285

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



SCALE 1"=30'

EXHIBIT "B"

**SKETCH AND
DESCRIPTION
MARINE 1957
MAINTENANCE AREA
SHEET 3 OF 3 SHEETS**

LEGAL DESCRIPTION:

A portion of South Andrews Avenue right-of-way, East of and adjacent to Lots 11, 12, 13, 14, 15 and 16, Block 58, REVISED PLAT OF BLOCKS 57 AND 58, CROISSANT PARK, according to the plat thereof, as recorded in Plat Book 7, Page 16, of the public records of Broward County, Florida; AND a portion of said Lots 11 and 16, All more fully described on Sheet 1 and 2 of 3 Sheets.

NOTES:

- 1) This sketch reflects all easements and rights-of-way, as shown on above referenced record plat(s). The subject property was not abstracted for other easements road reservations or rights-of-way of record by McLaughlin Engineering Company.
- 2) Legal description prepared by McLaughlin Engineering Co.
- 3) This drawing is not valid unless sealed with an embossed surveyors seal.
- 4) THIS IS NOT A BOUNDARY SURVEY.
- 5) Bearings shown assume the East line of Lots 11 to 16, as S 00°00'00" E.

FIELD BOOK NO. _____

DRAWN BY: JMMjr

JOB ORDER NO. V-3475

CHECKED BY: _____

REF. DWG.: 11-2-034

C: \JMMjr\2018\V3475 (MAINT)

EXHIBIT "C"

Marine 1957
1957 South Andrews Avenue
Fort Lauderdale, FL 33316
Ref. BCHCED No. 170411001

Scope of Improvements:

The Project includes improvements to concrete sidewalk, landscape, and irrigation for approximately 210 Linear Feet along the West (South-bound) side of South Andrews Avenue, North of SW 20th Street. The existing concrete sidewalk, trees, and sod shall be removed. The existing driveway and corner curb ramp shall be modified to meet FDOT Urban Flared Turnout and Public Sidewalk and Curb Ramp Index standards. Other existing curb and gutter areas shall remain. A 6-foot-wide concrete sidewalk is proposed and designed to transition to the existing sidewalk at the connection north of the Project Site. An approximately 7-foot-wide landscape area proposed between the back of the existing curb location and the proposed 6-foot-wide concrete sidewalk; an approximately 55 square foot area between the North sidewalk transition and Property Boundary; as well as an approximately 315 square foot area between the proposed 6-foot-wide concrete sidewalk and corner chord Property Boundary, continuous with onsite landscape, shall be improved with irrigation, 1 tree, palms, and a composition of sod and shrubs.

Notes:

All Materials used and installed within the public right of way or easements shall be in accordance with Broward County Highway Construction and Engineering Division Specifications.

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

Broward County Naturescape program information can be found at:

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

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

<http://www.floridayards.org>

A full-size set of plans and specifications are on file with the Broward County Highway Construction and Engineering Division under Project Reference No. 170411001.

EXHIBIT “C”

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 does not prevent the Licensee from performing any additional measures necessary to ensure proper landscape maintenance. The Licensee shall care and maintain installed landscape, irrigation and any decorative specialty hardscape treatments placed in the right-of-way. The Licensee shall properly fertilize all vegetation; keep all vegetation as free from disease and harmful insects as possible; properly mulch the vegetation beds, 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 which is dead or diseased or which otherwise falls below the initial level of beautification of the licensed area, such vegetation must be 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 licensed area; and 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, etc.
- Regular inspection of the system and re-filling of the tank holding the rust inhibitor chemicals, if applicable.

Hardscape Maintenance Requirements

Pavers:

- Any damages to pavers that present a visual or physical deficiency must be repaired within 30 days of notification to the Licensee. Damages to pavers that present a liability to the County must be repaired within 24 hours of notification to the Licensee.
- Make sure paver surfaces maintain 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. Remedy any uplifting of the tree grates to maintain ADA compliance.
- Pressure wash a minimum of once per year or as necessary.

Pedestrian Lighting:

- Periodic maintenance of the lighting system to ensure functionality. Remedy any deficiencies (outages, excess light spillage, low lumens, fixture or pole corrosion, damage to pole and fixture, exposed wiring, etc.)

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 24 inches to ensure sight visibility per FDOT/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 each other. 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 Licensed 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 shall be removed from the ground immediately. Sabals and Washington Palms shall be thinned of dead or dying fronds twice annually.
- Shade Trees shall 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 shall be removed immediately.
- Accent Trees such as Cattley Guava, Ligustrum and Oleander Standards, etc., shall be pruned by thinning to maintain shape of tree on a semi-annual basis.

Tree Fertilization:

- Shade trees (up to 3" caliper) shall be fertilized to maintain good health.
- Palms shall be fertilized three (3) times per year.

DENOTES
AREA
OF WORK

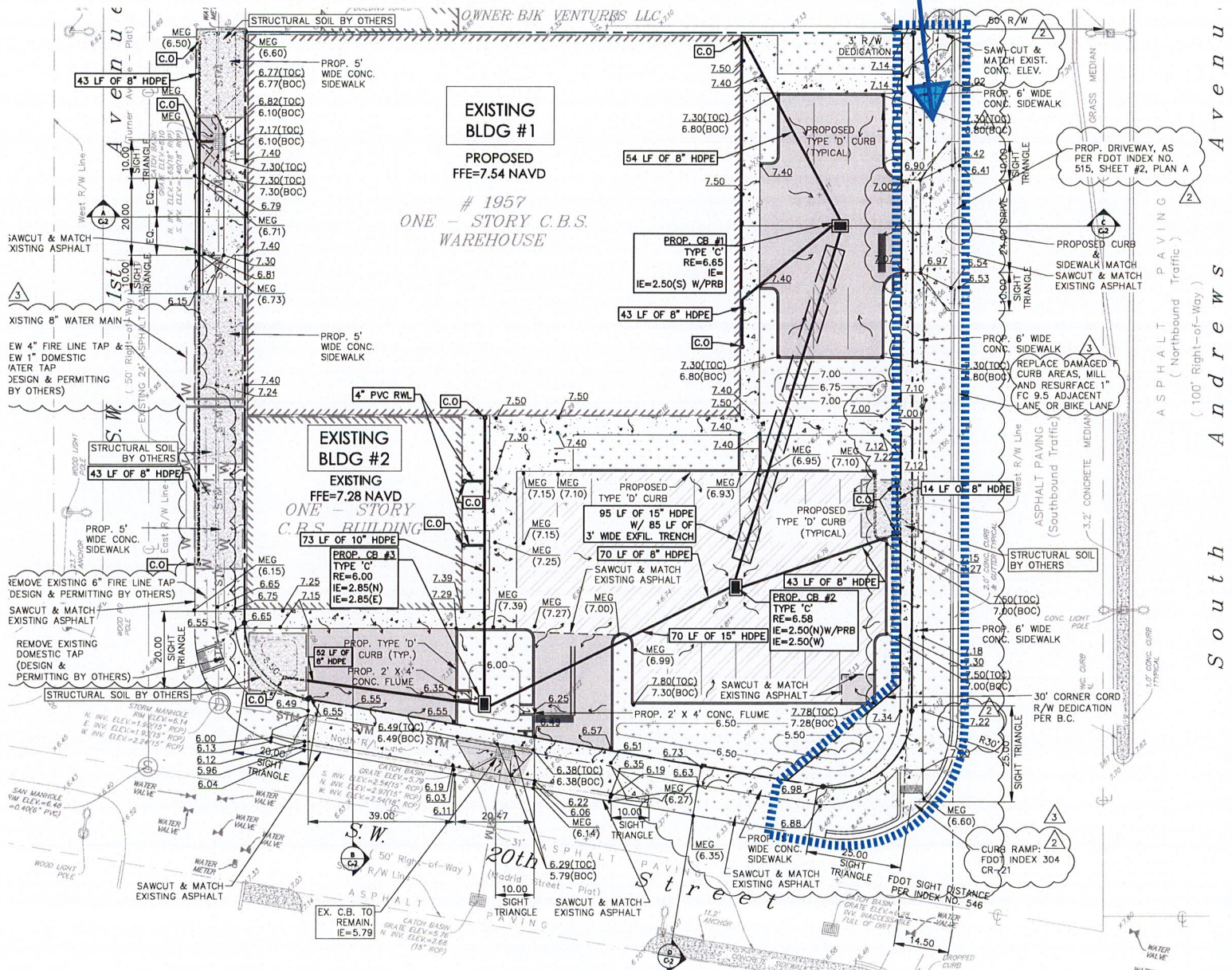


EXHIBIT "A"

- SIDEWALKS
- DRIVEWAY
- HANDICAP RAMP
- CURBING

**DENOTES
AREA
OF WORK**

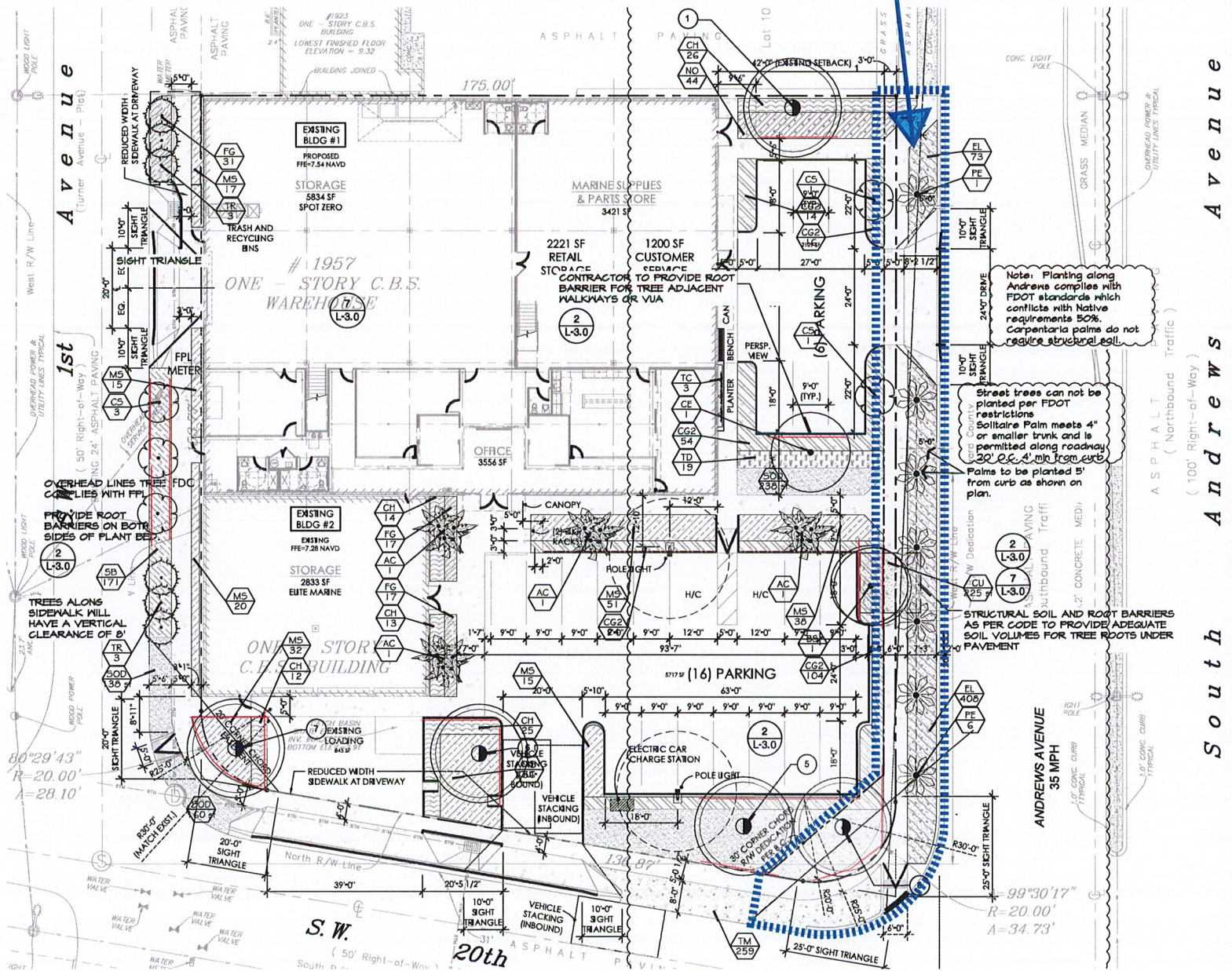


EXHIBIT "B"

- LANDSCAPING AND IRRIGATION

**EXHIBIT D
INSURANCE REQUIREMENTS**

Project: BJK Ventures, LLC Revocable License Agreement for Landscaping
Agency: Highway Construction and Engineering Division

TYPE OF INSURANCE	ADDL INSD	SUBR WYD	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	\$1,000,000	\$2,000,000
			Personal Injury		
			Products & Completed Operations		
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 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"/> POLLUTION / ENVIRONMENTAL LIABILITY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	If claims-made form:		
			Extended Reporting Period of:	years	
			*Maximum Deductible:	\$10 k	
<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):	Not to exceed 5% of completed value	Completed Value
			*Maximum Deductible:	\$10 k	

Description of Operations: "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Contractors insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses. Contractor is responsible for all coverage deductibles unless otherwise specified in the agreement.

CERTIFICATE HOLDER:

Broward County
 115 South Andrews Avenue
 Fort Lauderdale, Florida 33301

Digitally signed by
 COLLEEN A. FOUNALL
 DN: cn=COLLEEN A. FOUNALL, o=COLLEEN A. FOUNALL, ou=COLLEEN A. FOUNALL, email=COLLEEN.A.FOUNALL@FLHRA.com, c=US
 Date: 2018.06.05 14:14:12 -0400

Risk Management Division