

**REVOCABLE LICENSE AGREEMENT BETWEEN
BROWARD COUNTY AND CITY OF FORT LAUDERDALE
FOR ACCESS AND USE OF COUNTY PROPERTY**

This Revocable License Agreement ("Agreement") between Broward County, a political subdivision of the State of Florida, whose address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301 ("County"), and City of Fort Lauderdale, a Florida municipal corporation, whose mailing address is 100 North Andrews Avenue, Fort Lauderdale, Florida 33301 ("Licensee"), is entered into and effective as of the date this Agreement is fully executed by the Parties ("Effective Date"). The County and the Licensee are hereinafter referred to collectively as the "Parties," and individually referred to as a "Party."

RECITALS

A. The County is the owner of the County Property, as defined in Section 1 below, located in the city of Fort Lauderdale.

B. The Licensee requires a license from the County to access and use the County Property to allow Licensee to construct and install certain Improvements, as identified in **Exhibit C** attached hereto and made part hereof, to be constructed and installed on portions of the County Property as identified in **Exhibit B** attached hereto and made part hereof. (the "Project").

C. The County is willing to grant the Licensee a license to access and use the County Property, as defined in Section 1 below, pursuant to the terms and conditions stated in this Agreement.

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

AGREEMENT

1. **Description of Property.** The County is the owner of that certain real property, as more particularly described in the **Exhibit A** attached to and made a part of this Agreement ("County Property").

2. **Term.** The term of this Agreement shall be effective for one (1) year commencing on the Effective Date ("Initial Term"), unless terminated earlier pursuant to this Agreement. The Parties shall have the option to renew the Agreement for up to four (4) additional and successive one (1) year terms, or as reasonably necessary to accommodate the completion of the Project, upon the same terms and conditions of this Agreement ("Renewal Term(s)"). To exercise a renewal option, (i) the Licensee must send written notice to the County, at least sixty (60) calendar days before the expiration of the then-current term, stating its desire to exercise a renewal option; and (ii) the County, acting through its Contract Administrator (as defined in Section 17), shall notify the

Licensee in writing, within thirty (30) calendar days after receiving the Licensee's notice, as to whether the County approves such renewal. The Initial Term, and any Renewal Term (if exercised), are collectively referred to herein as the "Term." Notwithstanding the preceding, this Agreement shall be terminated upon completion of the Project. Licensee shall provide written notice to County of completion of Project within fifteen (15) days thereof.

3. **Consideration.** The Licensee shall pay the County the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which are hereby acknowledged by the Parties.

4. **Taxes.** If any taxes, fines, and assessments are levied under this Agreement and are related to the Licensee's use of the County Property ("Taxes"), the Licensee shall directly pay such Taxes to the applicable taxing authority.

5. **Grant of License for Limited Purpose.**

5.1. County hereby grants Licensee a nonexclusive license to access and use the County Property ("Licensee's Access") to construct the Improvements to the County Property as described in **Exhibit C** ("Permitted Uses"). The County Property shall not be used for any other purpose whatsoever without the County's prior written consent.

5.2. Licensee acknowledges and agrees that the rights granted by this Agreement are and shall be strictly limited to those specifically granted herein and that the Licensee shall not utilize the County Property for any purpose not specifically permitted therein.

5.3. Licensee agrees to diligently pursue all Improvements to be performed hereunder to completion and to exercise the rights granted hereunder in a manner that does not unreasonably interfere with and minimizes the impact on the County's use of the County Property.

5.4. Grantee shall obtain from County and any other necessary governmental entities written approval of all plans relating to completion of the Project prior to commencement of construction thereof. Approval shall be obtained from Broward County's Highway Construction & Engineering Division ("HCED") Director. All Improvements shall be constructed at Licensee's sole cost and expense and within the confines of the County Property in accordance with the approved plans and all permits and applicable statutes, rules, regulations, codes and ordinances. Licensee shall give County ten (10) days written notice prior to commencement of construction; Licensee shall not be entitled to construct any improvements within the County Property other than those specifically identified herein.

- 5.5 Prior to exercising the rights conferred hereunder, Licensee or any party acting as its agent shall locate the existing utility facilities within the County Property, if any, and shall contract and coordinate with all utilities that have facilities within the County Property.

6. **The Licensee's Property on the County Property.**

- 6.1. The Licensee may place its personal property on the County Property ("Licensee's Property"), provided that the Licensee's Property is reasonably necessary for the Permitted Uses described in Section 5.1.
- 6.2. The Licensee's Property shall belong to the Licensee and shall be maintained and used on the County Property at the Licensee's sole risk and obligation. The County shall not be liable for any damage to the Licensee's Property, or any theft, misappropriation, or loss thereof, except in the event of the gross negligence or willful misconduct of the County, its agents or its employees. Nothing herein shall be deemed, construed, or asserted as the County waiving its sovereign immunity or waiving any limits established by Section 768.28, Florida Statutes.
- 6.3. Upon the expiration or termination of this Agreement, the Licensee shall, at its sole cost and expense, remove the Licensee's Property from the County Property. If any of the Licensee's Property is not removed from the County Property within sixty (60) calendar days after the expiration or termination of this Agreement (the "Removal Period"), such property shall be deemed the property of the County without further liability to the Licensee. Notwithstanding the preceding sentences, the Licensee may, upon obtaining the prior written approval of the Contract Administrator, have additional time to remove the Licensee's Property from the County Property after the Removal Period.
- 6.4. County shall have no liability or responsibility whatsoever for the Licensee's Property and the property of the Licensee's employees, agents, volunteers, subcontractors, visitors, and invitees that was placed upon or located within the County Property during the terms of this Agreement.
- 6.5. Licensee's Access granted herein is solely for the use and benefit of Licensee, and Licensee's authorized agents and employees, and is not intended, and shall not be construed as a dedication to the public of any portion of the County Property for public use.

7. **Maintenance and Repair Obligations.** Licensee shall be solely responsible for and shall, at all times, construct and install at its sole cost and expense the Improvements within County Property during the term of this Agreement. Licensee shall be solely responsible for and shall, at its own cost and expense, promptly repair any damage arising out of Licensee's exercise of the rights granted hereby and restore any improvements or landscaping now existing within the County Property to the condition it was in prior to such damage, using materials of like kind and quality. In the event that Licensee fails to fulfill these obligations, County may complete the work and Licensee shall reimburse County for all costs and expenses incurred as a result of such failure.

8. **Inspections.** The County and County's employees, agents, or any authorized employee of such agents may enter the County Property at any time for the purpose of inspecting the condition of the County Property and for verifying that the Licensee is using the County Property in accordance with the terms of this Agreement.

9. **Liens.** The Licensee shall have no power or authority to place any liens or other encumbrances of any kind or character upon the right, title, or interest of the County in and to the County Property. The Licensee shall be responsible for the satisfaction or payment of any liens for any provider of work, labor, material or services claiming by, through, or under the Licensee. Licensee shall promptly cause any lien imposed against the County Property to be discharged or bonded off, pursuant to Chapter 255.05 and Chapter 713 of the Florida Statutes. Licensee shall require all subcontractors to furnish either a payment or performance bond in accordance with Section 255.05, Florida Statutes, naming County as an obligee. Any required payment or performance bond shall be delivered to County prior to commencement of construction by subcontractor. To the extent permitted by law and without waiving its sovereign immunity or waiving any limits established by Section 768.28, Florida Statutes, Licensee shall indemnify, hold harmless, and defend the County against any such liens, including the reasonable fees of the County's attorneys. Such liens shall be discharged by the Licensee, within thirty (30) calendar days after the Licensee receives notice from the County of filing thereof, by bonding, payment, or otherwise, provided that the Licensee may contest, in good faith and by appropriate proceedings, any such liens.

10. **Termination.**

10.1. This Agreement is merely a right to access and use the County Property and grants no estate in the County Property. The County may, with or without cause, terminate this Agreement at any time by providing the Licensee with written notice of the termination date, such notice to be provided not less than thirty (30) calendar days prior to the termination date.

10.2. This Agreement may be terminated for convenience by the Licensee upon providing the County with written notice of the termination date, which shall not be less than thirty (30) calendar days after the date of such written notice.

10.3. In addition to the termination rights provided to the County in Sections 2, 10.1, and 14, if the County Administrator (as defined below) determines that termination of the Agreement is necessary to protect public health, safety, or welfare, the County Administrator may terminate the Agreement upon providing such written notice as the County Administrator deems appropriate under the circumstances. The "County Administrator" is defined as the administrative head of County pursuant to Sections 3.02 and 3.03 of the Broward County Charter.

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

11.1 If City 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:

11.1.1 Insurance: City's contractor shall keep and maintain, at the contractor's sole cost and expense, insurance of the types and minimum amounts as set forth on Exhibit D, and specifically name "Broward County" as an additional insured under the Commercial General Liability Insurance policy as well as any Excess Liability Insurance policy.

11.1.2 City's contractor shall furnish to the contract Administrator, Certificates of Insurance and Endorsements evidencing the insurance coverage specified above at least fifteen (15) days prior to beginning the performance of work under this Agreement.

11.1.3 Coverage is not to cease and is to remain in full force and effect until all performance required of City's contractor is completed. If any of the insurance coverage will expire prior to the completion and final acceptance of the Improvements, proof of insurance renewal shall be provided to County prior to policy's expiration.

12. **Indemnification.** Subject to the statutory limitations on liability as set forth in Section 768.28 (5), Florida Statutes, and without waiving its sovereign immunity, Licensee shall indemnify, hold harmless, and defend County and all of County's officers or employees (collectively, "Indemnified Party") from and against all and any causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including reasonable attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to

this Agreement and caused or alleged to be caused, in whole or in part, by any negligent or wrongful act or omission of Licensee, its officers, agents, or employees acting within the scope of their office or employment, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). In the event any Claim is brought against an 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's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. In the event the Licensee contracts with a subcontractor to provide any of the construction services for the Improvements under this Agreement, Licensee shall require a provision within its contracts with each subcontractor that the subcontractor shall indemnify, hold harmless, and defend any 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, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any negligent or wrongful acts or omissions of subcontractor, its officers, agents, or employees arising from, relating to, or in connection with this Agreement (collectively, a "Subcontractor Claim"). In the event any Subcontractor Claim is brought against an Indemnified Party, Licensee shall require, upon written notice from County, the appropriate subcontractor defend each Indemnified Party against each such Subcontractor Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement as to such acts or omissions caused or alleged to have been caused during the term of this Agreement and shall survive until the expiration of the applicable statute of limitations period as to such act or omissions. To the extent considered necessary by the Director of HCED and the County Attorney, any sums due by Licensee under this Agreement may be retained by County until all Claims or Subcontractor Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

13. **Sovereign Immunity.** Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County or Licensee. Licensee is a state agency or political subdivision as defined in Section 768.28 (5), Florida Statutes, and shall be fully responsible for the acts or omissions of its employees or officers acting within the scope of their office or employment respecting or concerning the rendition of construction or installation services relative to the Improvements. County is a political subdivision as defined in Section 768.28, Florida Statutes and shall be responsible for the negligent or wrongful acts or omission of its employees pursuant to Section 768.28, Florida Statutes.

14. **Assignment or Encumbrances.** Neither this Agreement nor any right or interest herein may be assigned, transferred, or encumbered by the Licensee. If the Licensee violates this Section 14, the County shall have the right to immediately terminate this Agreement without any advance notice to the Licensee.



15. **Amendments.** No modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of the County and the Licensee.

16. **Materiality and Waiver of Breach.** Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. The County'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. To be effective, any waiver must be in writing signed by an authorized signatory of the Party.

17. **Contract Administrator.** The term "Contract Administrator," as used in this Agreement, shall mean the Broward County Director of Real Property Section. Unless expressly stated otherwise in this Agreement or otherwise set forth in an applicable provision of the Broward County Procurement Code, Broward County Code of Ordinances, or Broward County Administrative Code, the Contract Administrator may act on behalf of County under this Agreement to give consent or provide notice to the Licensee when necessary, or to exercise the Renewal Term.

18. **Notices.** All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder, shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service (provided in each case a receipt is obtained), telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or overnight delivery service, or on the date of transmission with confirmed answer back if telecopier or fax is transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such Party.

FOR COUNTY:

Broward County Administrator
Governmental Center
115 South Andrews Avenue, Room 409
Fort Lauderdale, Florida 33301
E-mail Address: bhenry@broward.org

With a copy to:

Broward County Director of Real Property Section
115 South Andrews Avenue, Room 501
Fort Lauderdale, Florida 33301
E-mail Address: pbhogaita@broward.org

FOR LICENSEE:

City of Fort Lauderdale
City Manager
100 North Andrews Avenue
Fort Lauderdale, Florida 33301
E-mail Address: CLagerbloom@fortlauderdale.gov

With a copy to:

City of Fort Lauderdale
City Attorney
100 North Andrews Avenue
Fort Lauderdale, Florida 33301
E-mail Address: ABoileau@fortlauderdale.gov

19. **Independent Contractor.** The Licensee is an independent contractor under this Agreement, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing any services under this Agreement, neither the Licensee nor its Authorized Persons shall act as officers, employees, or agents of the County. The Licensee shall not have the right to bind the County to any obligation not expressly undertaken by the County under this Agreement.

20. **Third Party Beneficiaries.** Neither the County nor the Licensee intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

21. **Compliance with Laws.** The Licensee must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

22. **Severability.** In the event that any part of this Agreement is found to be unenforceable by a court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

23. **Joint Preparation.** This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party.

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

25. **Time of Essence.** The Parties agree that time is of the essence in this Agreement.

26. **Matters of Record.** Licensee accepts the County Property "As-Is" without warranty or representation and subject to zoning and other governmental restrictions, matters reflected on any plat relating to the County Property, and all easements, restrictions, conditions, encumbrances and other matters of record.

27. **Default.** In the event Licensee fails or refuses to perform any term, covenant, or condition of the Agreement for which a specific remedy is not set forth in the Agreement, County shall, in addition to any other remedies provided at law or in equity, have the right of specific performance thereof.

28. **Priority of Provisions.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Sections 1 through 35 of this Agreement, the provisions contained in Sections 1 through 35 shall prevail and be given effect.

29. **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 LICENSEE AND THE COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

30. **Prior Agreements.** This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and

contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

31. **Incorporation by Reference.** Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits A, B, C, and D are incorporated into and made a part of this Agreement.

32. **Representation of Authority.** The Licensee represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of the Licensee, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that the Licensee has with any third party or violates any law, rule, regulation, or duty arising in law or equity applicable to the Licensee. The Licensee further represents and warrants that execution of this Agreement is within the Licensee's legal powers, and each individual executing this Agreement on behalf of the Licensee is duly authorized by all necessary and appropriate action to do so on behalf of the Licensee and does so with full legal authority.

33. **Regulatory Capacity.** Notwithstanding the fact that the Parties are political subdivisions with certain regulatory authority, the County and Licensee's performance under this Agreement are as a Party to this Agreement. In the event the County and/or Licensee exercises its regulatory authority, the exercise of such authority and the enforcement of any rules, regulation, laws, and ordinances shall have occurred pursuant to the County's and/or Licensee's regulatory authority as a governmental body separate and apart from this Agreement.

34. **Counterparts / Multiple Originals.** This Agreement may be executed in counterparts. Each executed counterpart will constitute an original document, and all of them, together, will constitute one and the same agreement. It shall not be necessary for every Party to sign each counterpart, but only that each Party shall sign at least one such counterpart.

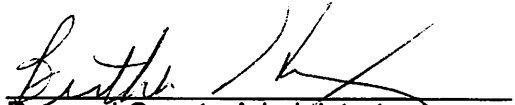
35. **Reservation of Rights.** County retains all rights relating to the Agreement not specifically conveyed by this Agreement including the right to use the County Property and any Improvements constructed, and the right to grant third parties the right to use the County Property and Improvements therein.



IN WITNESS WHEREOF, the Parties hereto 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 25 day of August, 2020 (Agenda Item # 14), and the CITY OF FORT LAUDERDALE, signing by and through its Mayor, duly authorized to execute same.

COUNTY

ATTEST:

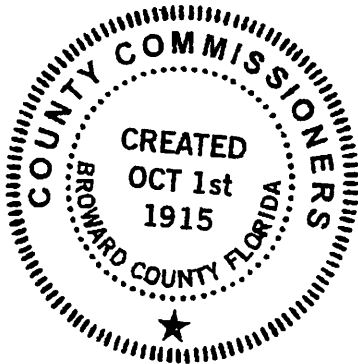

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

BROWARD COUNTY, by and through
its Board of County Commissioners

By: 
Mayor **Dale V.C. Holness**

26th day of August, 2020

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: Christina A. Blythe Digitally signed by Christina A. Blythe
Date: 2020.07.07 12:07:46 -04'00'
Christina A. Blythe (Date)
Assistant County Attorney

By: Annika E. Ashton Digitally signed by Annika E. Ashton
Date: 2020.07.07 12:08:04 -04'00'
Annika E. Ashton (Date)
Deputy County Attorney

REVOCABLE LICENSE AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF FORT LAUDERDALE FOR ACCESS AND USE OF COUNTY PROPERTY.

LICENSEE

ATTEST

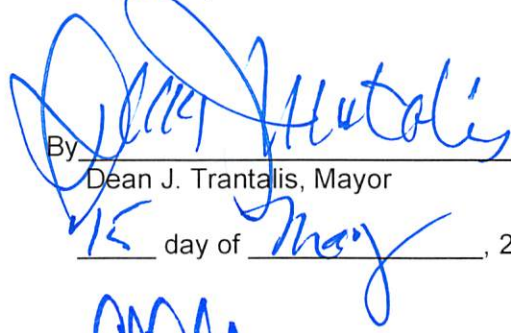


Jeffrey A. Modarelli, City Clerk

(CORPORATE SEAL)



CITY OF FORT LAUDERDALE, a Florida municipal corporation



By Dean J. Trantalis, Mayor

15 day of May, 2020



By Christopher J. Lagerbloom, City Manager

12 day of May, ~~2019~~ 2020

APPROVED AS TO FORM:
Alain E. Boileau, City Attorney

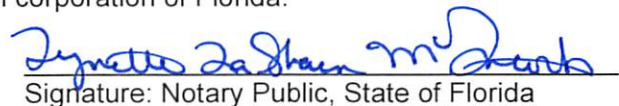
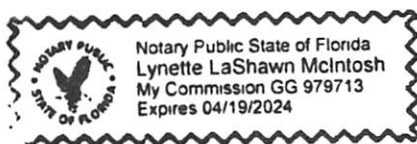


James Brako, Assistant City Attorney

ACKNOWLEDGEMENT

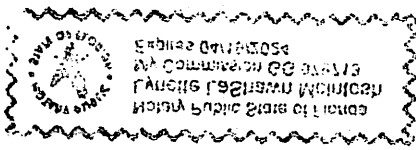
STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 15th day of May, 2020, by DEAN J. TRANTALIS, Mayor of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida.
(SEAL)



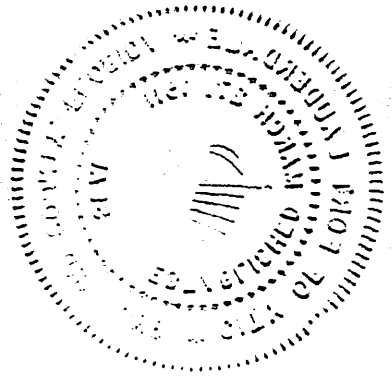
Signature: Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped



John H. ...

Wm. ...



...

...
...
...

...

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 12 day of May, 2020, CHRISTOPHER J. LAGERBLOOM, City Manager of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida.

(SEAL)



Signature: Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped



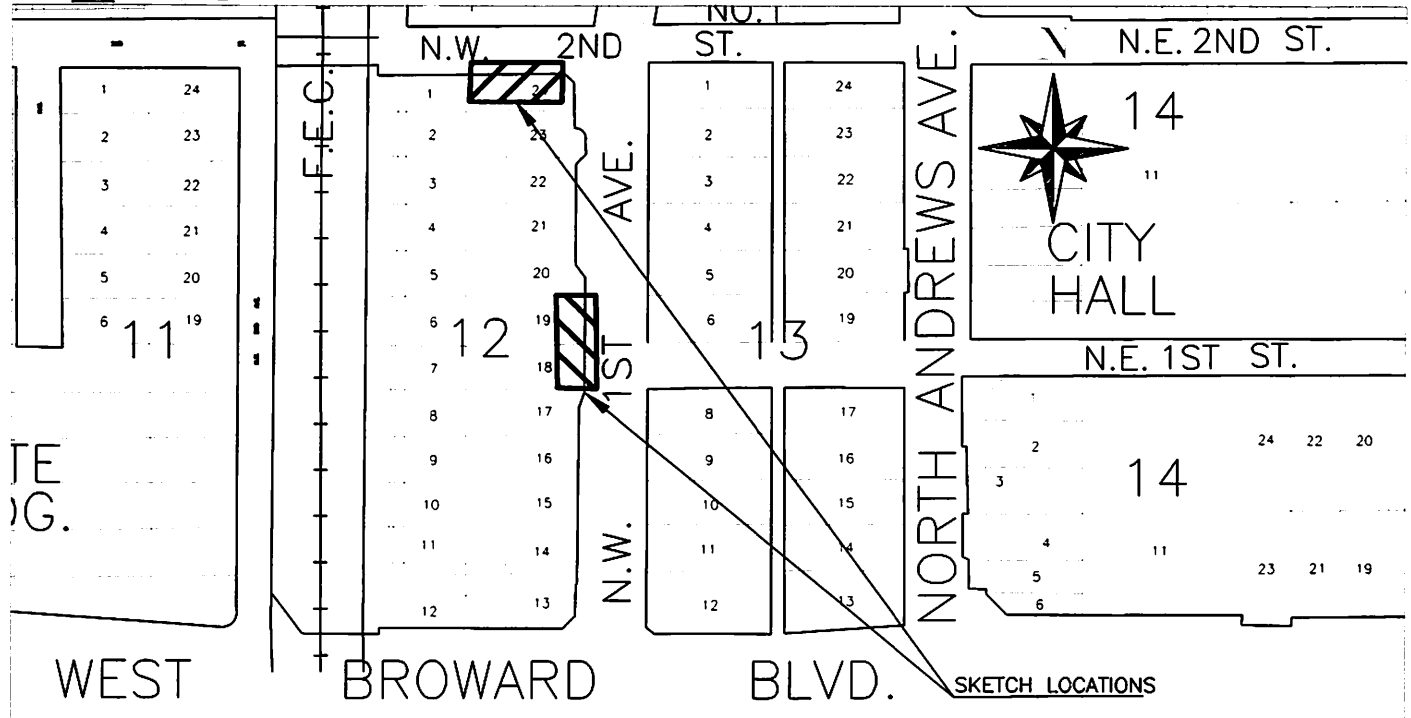
JB

EXHIBIT A
COUNTY'S PROPERTY
Sketch and Description

EXHIBIT "A"

SKETCH AND DESCRIPTION CONSTRUCTION EASEMENT

THIS IS NOT A SURVEY



LOCATION MAP N.T.S.

DESCRIPTION: CONSTRUCTION EASEMENT

LOT 18 LESS THE WEST 86.00 FEET AND LESS THE SOUTH 48.50 FEET THEREOF AND LOT 19 LESS THE WEST 86.00 FEET AND LESS THE NORTH 31.50 FEET THEREOF, BLOCK 12, "TOWN OF FORT LAUDERDALE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "B", PAGE 40, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA. CONTAINING 180 SQUARE FEET MORE OR LESS.

TOGETHER WITH:

THE SOUTH 10.00 FEET OF THE NORTH 25.00 FEET OF LOT 24, LESS THE WEST 3.77 FEET AND LESS THE EAST 51.22 FEET THEREOF, BLOCK 12, "TOWN OF FORT LAUDERDALE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "B", PAGE 40, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA. CONTAINING 400 SQUARE FEET MORE OR LESS.

NOTES:

- 1)THIS IS NOT A SKETCH OF SURVEY AND DOES NOT REPRESENT A FIELD SURVEY.
- 2)SUBJECT TO EXISTING EASEMENTS, RIGHT-OF WAYS, COVENANTS, RESERVATIONS AND RESRTICTIONS OF RECORD, IF ANY
- 3)THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

LEGEND:

P.O.B. DENOTES POINT OF BEGINNING
P.B. DENOTES PLAT BOOK
PG. DENOTES PAGE
D.C.R. DENOTES DADE COUNTY RECORDS
R/W DENOTES RIGHT OF WAY
CONST. DENOTES CONSTRUCTION
N.T.S. DENOTES NOT TO SCALE

SHEET 1 OF 2

CERTIFIED TRUE AND CORRECT TO THE BEST OF MY
KNOWLEDGE AND BELIEF.

DATED: JUNE 13, 2019

MICHAEL W. DONALDSON
PROFESSIONAL SURVEYOR AND MAPPER NO. 6490
STATE OF FLORIDA

CITY OF FORT LAUDERDALE		
EXHIBIT 1		
PLAT BOOK "B", PAGE 40 PORTION OF LOTS 18, 19 AND 24, BLOCK 13 CONST. EASEMENT		
BY: M.D.	ENGINEERING	DATE: 6/13/19
CHK'D M.D.	DIVISION	SCALE: N.T.S.

[Handwritten signature]

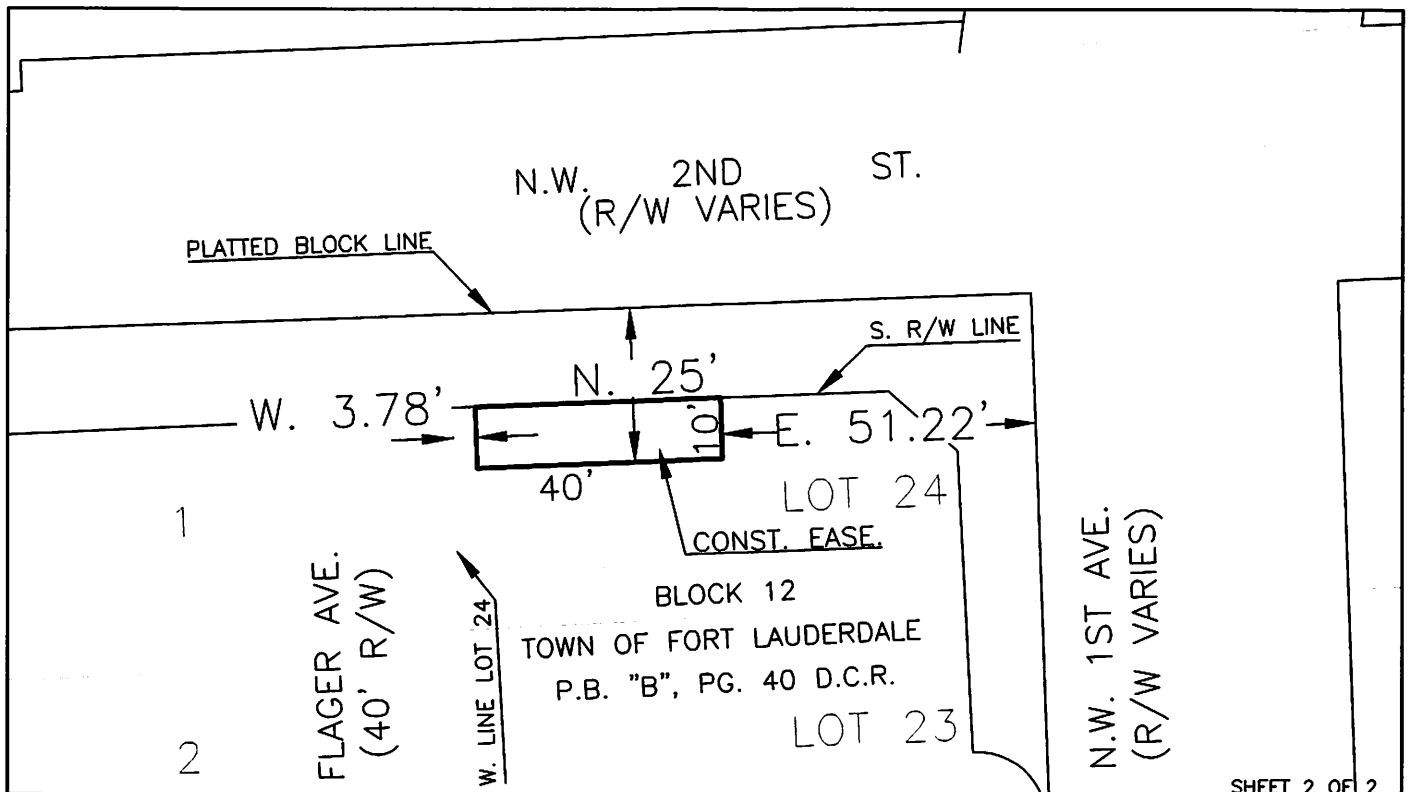
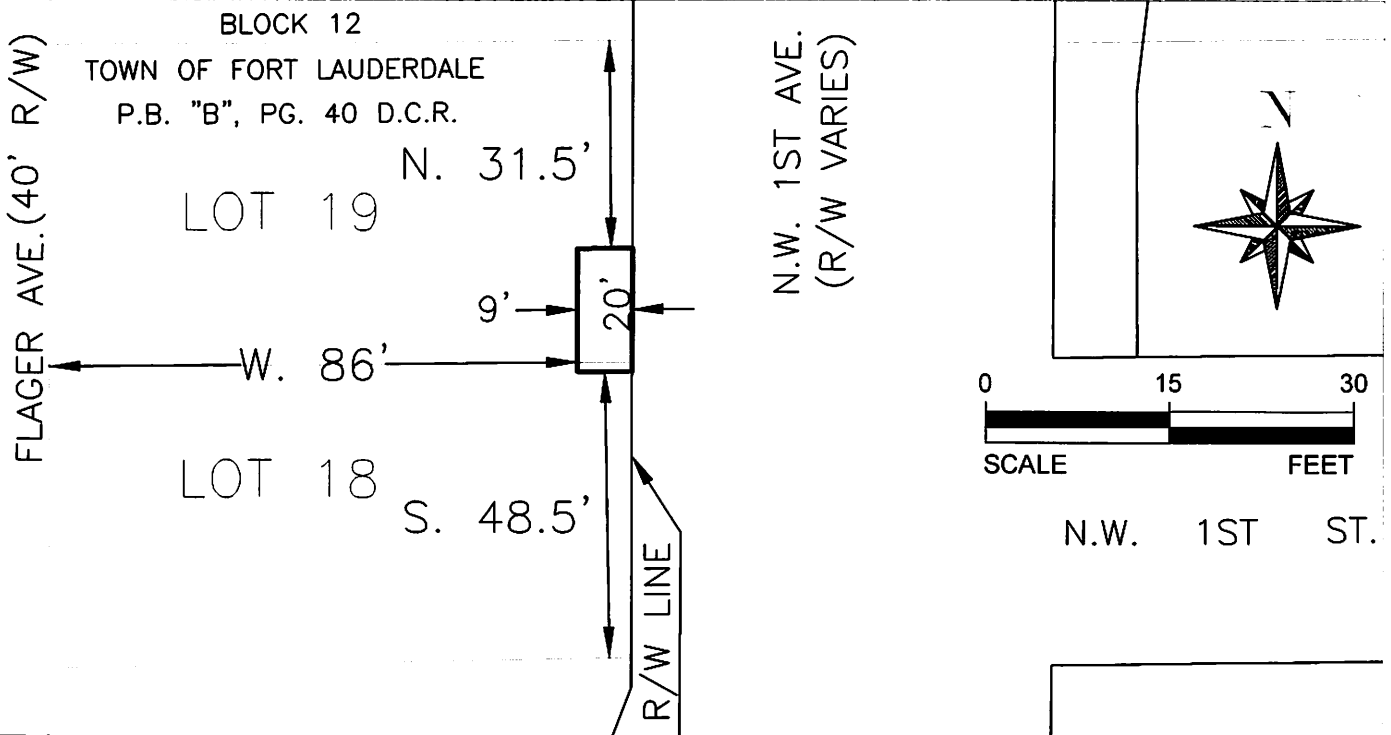
EXHIBIT B
CONSTRUCTION SITE

A handwritten signature or set of initials, possibly 'PB', located in the bottom right corner of the page.

EXHIBIT "B"

SKETCH AND DESCRIPTION CONSTRUCTION EASEMENT

THIS IS NOT A SURVEY



SHEET 2 OF 2

LEGEND:

P.B. DENOTES PLAT BOOK
PG. DENOTES PAGE
D.C.R. DENOTES DADE COUNTY RECORDS
R/W DENOTES RIGHT OF WAY
CONST. DENOTES CONSTRUCTION
N.T.S. DENOTES NOT TO SCALE
EASE. DENOTES EASEMENT

CITY OF FORT LAUDERDALE

EXHIBIT 1

PLAT BOOK "B", PAGE 40
PORTION OF LOTS 18, 19 AND 24, BLOCK 12
CONST. EASEMENT

BY: M.D.

ENGINEERING

DATE: 6/13/19

CHK'D M.D.

DIVISION

SCALE: 1"=30'

JB

EXHIBIT C
IMPROVEMENTS

A. Improvements at N.W. 2nd Street at Broward County Transit Driveway

Construct curb, gutter, ADA ramps and concrete driveway connection to tie new street section into the Broward County Transit Terminal on North Side.

B. Improvements on N.W. 151 Avenue at Broward County Transit

Construct sidewalk and ADA Ramp on County Property to tie into crosswalk with City right-of-way

EXHIBIT D
INSURANCE REQUIREMENTS

JB

EXHIBIT D

INSURANCE REQUIREMENTS

TYPE OF INSURANCE	AERL INSR	SWS 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 checked="" 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 checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" 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	\$1,000,000	
<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. Longshoreman & 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	\$500,000	
<input type="checkbox"/> LIQUOR LIABILITY <i>*May be waived if no alcoholic beverages served from Concession stand.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Each Accident		
<input type="checkbox"/> PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)	N/A	<input checked="" type="checkbox"/>	If claims-made form: Extended Reporting Period of: *Maximum Deductible:	2 Years \$100,000	
<input type="checkbox"/> Installation Poster is required if Builder's Risk or Property are not earned. <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

Journal
 Risk Management Division

JB

STATE OF FLORIDA)

) SS

COUNTY OF BROWARD)

I, Bertha Henry, County Administrator, in and for Broward County, Florida, and Ex-Officio Clerk of the Board of County Commissioners of said County, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of Revocable License Agreement the same appears in said Board of County Commissioners meeting held on the 25th day of August, 2020. (Item 66)

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 28th day of August, 2020.



(SEAL)

BERTHA HENRY
COUNTY ADMINISTRATOR


By: Deputy Clerk



DOCUMENT ROUTING FORM

Today's Date: 4/28/2020P 3L
5/15/2020DOCUMENT TITLE: Revocable License Agreement between Broward County and The City of Fort Lauderdale for Access and use of County Property.COMM. MTG. DATE: N/A CAM #: N/A ITEM #: N/A CAM attached: ☐ YES ☒ NO

****EMERGENCY RESOLUTION NO. 20-45****

Routing Origin: CAO Router Name/Ext: Sonia Ext 5598 Action Summary attached: ☐ YES ☒ NO

NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

CIP FUNDED: ☐ YES ☐ NO1) City Attorney's Office: Documents to be signed/routed? ☒ YES ☐ NO # of originals attached: 3Is attached Granicus document Final? ☒ YES ☐ NO Approved as to Form: ☒ YES ☐ NODate to CCO: 5/8/20 James Brako JB
Attorney's Name Initials2) City Clerk's Office: # of originals: 3 Routed to: MJ Matthews/CMO/x5364 Date: 5/11/20203) City Manager's Office: CMO LOG #: May 11 Document received from: _____Assigned to: CHRIS LAGERBLOOM ☐ ROB HERNANDEZ ☐ TARLESHA SMITH ☐CHRIS LAGERBLOOM as CRA Executive Director ☐☐ APPROVED FOR C. LAGERBLOOM'S SIGNATURE ☐ N/A C. LAGERBLOOM TO SIGN

PER DCM: R. Hernandez _____ (Initial/Date) PER ACM: T. Smith _____ (Initial/Date)

☐ PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward 3 originals to ☒ Mayor ☐ CCO Date: 5/12/20

4) Mayor/CRA Chairman: Please sign as indicated. Forward _____ originals to CCO for attestation/City seal (as applicable) Date: _____

INSTRUCTIONS TO CITY CLERK'S OFFICE

5) City Clerk: Forward _____ originals to CAO for FINAL APPROVAL Date: _____

6) CAO forwards _____ originals to CCO Date: _____

7) City Clerk: Scan original and forwards 3 originals to: Shiau Ching Low - TAM - Project Mgr. -Ext. 3779. (Please scan a copy of a fully executed document to SSierra@fortlauderdale.gov)Attach _____ certified Reso # _____ ☐ YES ☐ NO

Original Route form to CAO

CAO# K-1618