

This instrument prepared by:

Shari Wallen, Esq.
Assistant City Attorney
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301

REVOCABLE LICENSE

THIS IS A REVOCABLE LICENSE granted this 2nd day of December, 2020 by
and between:

CITY OF FORT LAUDERDALE, a Florida municipal
corporation, 100 North Andrews Avenue, Fort Lauderdale, FL
33301 ("CITY")

and

Bodega FLL, LLC, a Florida Limited Liability Company, whose
principal address is 21 West Las Olas Boulevard, Fort Lauderdale,
Florida , 33301 its successors and assigns ("LICENSEE")

WHEREAS, LICENSEE, is the tenant of the property located at 21 West Las Olas Boulevard, Fort Lauderdale, Florida 33301 and agrees to install a sign within the City's public right-of-way located at W Las Olas Boulevard and SW 1st Avenue / Brickell Avenue, as part of the restaurant/bar known as "Bodega Taqueria y Tequila" in the City of Fort Lauderdale, FL, which property is legally described in **Exhibit "A"**, attached hereto and made a part hereof ("Site"); and

WHEREAS, the Site lies adjacent to a Right of Way ("ROW") owned by the CITY in the City of Fort Lauderdale, FL as more particularly described in **Exhibit "B"** attached hereto and made a part hereof ("ROW Property") and graphically depicted in **Exhibit "C"**, attached hereto and made a part hereof; and

WHEREAS, the ROW Property is the real property upon which LICENSEE proposes to install a sign (the "Development Project"); and

WHEREAS, in order to install the sign, LICENSEE indicates it is necessary that certain limited construction activities and precautions take place, in part, within the ROW Property abutting the Site; and

WHEREAS, LICENSEE is desirous of securing a Revocable License for the installation of a sign; and

Revocable License
Licensee: Bodega FLL, LLC



WHEREAS, the City Commission of the City of Fort Lauderdale, by Motion, adopted on December 2, 2020, has authorized execution of this Revocable License by the proper CITY officials;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Revocable License, and other good and valuable considerations, the adequacy and receipt of which are hereby acknowledged, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby ratified and confirmed and incorporated herein. **Defined Terms.** The following terms, as used and referred to herein, shall have the meanings set forth below, unless the context indicates otherwise. *Building* means the building located on the Property.

City Engineer shall mean the CITY'S Land Development Manager, Urban Design & Development, Department of Sustainable Development.

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

Contract Administrator means the City Engineer, 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) means in computing any period of time expressed in day(s) in this Revocable License, 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.

Development Project means the installation and placement of a sign installed 17 feet 6 six inches above land surface over the ROW Property.

Effective Date means shall be the date upon which both (i) the Construction **Permit No. BLD-SIGN-20080023** is issued and (ii) the Revocable License is fully executed by the LICENSEE and the proper City Officials and recorded in the Public Records of Broward County, Florida. No work is permitted to commence under the Revocable License until the Effective Date.

Emergency means a sudden, unforeseen event which threatens or causes damage or destruction of property or threatens the health, safety, or welfare of lives or causes death.

Florida Building Code means The Florida Building Code adopted pursuant to Chapter 553, Florida Statutes and includes any amendments thereto.

Revocable License
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License Area(s) means the area(s) depicted with the Sketch and Legal Descriptions set forth in **Exhibit "B"** hereof.

LICENSEE means **Bodega FLL, LLC**, a Florida Limited Liability Company whose mailing address is 21 West Las Olas Boulevard, Fort Lauderdale, Florida 33301.

Permit means either a Building Permit issued by the Building Official pursuant to The Florida Building Code, as amended for Broward County thereto or an Engineering Permit issued by the Office of the City Engineer, 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 plans, specifications, drawings, details, and survey for the Development Project sign to be installed, operated, maintained, repaired and removed within the License Area during the term of the Revocable License, which such plans, specifications, drawings, details, etc. are on file in the Office of the City Engineer.

Project means the use of the License Area for the installation, operation, maintenance, and repair of a sign as identified in the Plans and Specifications within the License Area. The term *Project* also includes the ongoing obligation of maintenance and repair of the License Area for damage caused solely by the means of the Development Project. The term *Project* shall **not** include the possession, use or occupancy of the License Area for any other purpose, except as expressly authorized in this Revocable License. The term *Project* includes any portion thereof.

Project Site means the area within the Property and License Area.

Property means the real property owned by the CITY and as described in **Exhibit "B"** attached hereto and made a part hereof.

ULDR means the City of Fort Lauderdale's Unified Land Development Regulations.

3. **Revocable License.** From the Effective Date hereof, the CITY grants unto the LICENSEE a Revocable License for the nonexclusive possession, use, construction, installation, occupancy of the Project within the License Area(s) during the term of the Revocable License Agreement at LICENSEE'S sole cost and expense, subject to the terms and conditions contained in this Revocable License. The Revocable License does not permit the Staging of Materials or Equipment within the License Area relative to the construction of the Development Project. This Revocable License does permit the Staging of Materials or Equipment within the License Area for improvements to existing rights-of-way including, but not limited to, water and sewer facilities, storm drainage, street and sidewalk improvements, including curb and gutter, fiberoptic cable installations, and on-street parking. The granting of this Revocable License is intended to ensure

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the public safety and to enable the Project to take place in an area inaccessible to the public and in a manner that will enhance the public safety.

4. **Term.** LICENSEE is permitted to use the License Area for the construction, installation, operation, maintenance, repair and reconstruction, of a sign as identified in the Plans and Specifications for such time as LICENSEE has need to operate and maintain the Development Project, subject to sooner termination as set forth below. In the event that the City Commission determines that the license granted herein or the actions of the LICENSEE or any of its agents, servants, employees, guests or invitees or the agents, servants, employees, guests or invitees of any of the LICENSEE's contractors, subcontractors or independent contractors shall (a) ever conflict with a municipal interest of the CITY or public purpose, or (b) at any time the CITY requires the use of the above-mentioned License Area or publicly dedicated thoroughfare for a municipal purpose or (c) determines that continuation of the license granted herein is no longer in the best interest of the public, then, after a Motion by the City Commission is adopted, the City Manager may terminate the Revocable License Agreement granted herein, upon fifteen (15) days notice to the LICENSEE.

4.2 In the event LICENSEE is (a) in violation of any of the material terms or conditions of this Revocable License, as determined by the City Manager, or (b) the license granted herein or the actions of LICENSEE or any of its agents, servants, employees, guests or invitees or the agents servants, employees, guests or invitees of any of LICENSEE's contractors, subcontractors or independent contractors conflict with a municipal interest of the CITY or a public purpose, or (c) at any time the CITY requires the use of the above mentioned License Area or adjacent publicly dedicated thoroughfare(s) for a conflicting municipal purpose, or (d) continuation of the License granted herein is no longer in the best public interests of the City, all as determined by the City Manager, then, upon advance written notice by the City Manager to LICENSEE of not less than twenty-four (24) hours where LICENSEE is given an opportunity to be heard on the matters, the authority granted by this License may be temporarily revoked or suspended by the City Manager for a period not exceeding ten (10) days, at the end of which period the City Commission shall consider termination of the License granted herein.

4.3 In the event that emergent conditions arise within any of the License Area that present an imminent threat to the health, safety or welfare of Persons or property, the City Manager may temporarily suspend this Revocable License, in whole or in part, for a period not to exceed fourteen (14) days. In such a circumstance notice shall be provided to LICENSEE pursuant to the provisions of Section 12, Emergencies, of this Revocable License. In the event the condition persists for a period of seven (7) days, then this Revocable License may be temporarily suspended for a period in excess of fourteen (14) days by action of the City Commission.

4.4 This Revocable License may also be revoked or terminated pursuant to the terms of Section 21.2.1.

5. **Conditions.** The Revocable License granted herein is subject to the following conditions: The License Area will not displace any on street metered public parking spaces.

5.2 The Project does not appear to present any conflicts with the other construction projects in this area.

5.3 The Development Project shall not commence within the License Area(s) prior to the issuance of a Building Permit, where applicable, by the Building Official or issuance of an Engineering Permit, where applicable, by the City Engineer or his designee, or any permit required by the City.

5.4 LICENSEE shall exercise caution in the construction access and staging and installation of post mounted signs in order to prevent possible damage to underground utilities.

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

5.6 At the conclusion of the Development Project, all damage caused solely by the means of the Development Project caused by LICENSEE or its contractors or subcontractors to any elements or publicly owned property such as pavement, curbs, sidewalks, signs, markings, landscaping, trees, irrigation, parking meters, light poles, etc. located within the public rights of way shall be repaired or restored to a condition equal to that existing at the commencement of construction of the Development Project.

5.7 Except as to the Staging of Materials and Equipment in conjunction with the construction and installation of utility facilities or streetscape improvements within the License Areas, storage of construction materials or equipment shall not be permitted within the License Areas or any of the public rights-of-way within a two-block radius of the Property, unless the such offsite area is approved as a construction staging area by the City. Staging of Materials and Equipment and the use of cranes in the License Areas is strictly prohibited. Vehicles may only be parked in the License Area for no more than two (2) hours.

5.8 Storage of dumpsters and debris shall be limited to the Property and shall not be stored, placed or collected within the License Area or any of the public rights-of-way within a two-block radius of the Property.

5.9 When vehicles in a parking zone block the line of sight to TCZ (Traffic Control Through Work Zone) signs or when TCZ signs encroach on a normal pedestrian walkway, the signs shall be barricade mounted and located in accordance with Index No. 17302.



5.10 A full-time site clerk will be in the Development Project office to receive and direct inquiries to the correct party for a response.

5.11 A truck wash/street cleaner will be employed when needed, as determined by the Contract Administrator, to maintain the streets utilized by construction vehicles.

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

5.13 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 or vehicular traffic.

5.14 Violation of any of the conditions of this Revocable License shall result in a suspension of engineering inspections under the Engineering Permits issued in conjunction with this Development Project until such violations have been brought into compliance. LICENSEE waives all right, title and interest in continuation of engineering inspections while such violations continue to exist.

5.14.1 A fine of \$1,000.00 per day may be imposed for violations of any of the terms or conditions hereof in accordance with Section 21.1, et seq. hereof.

6. Cost Recovery and Fees.

6.1 **Annual Inspection Fees.** LICENSEE agrees to pay to CITY for each year of the License Term, 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 Contract Administrator 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 License over the then current fiscal year (October 1st through September 30th) or relevant portion thereof, such reasonable projected cost of periodic inspections not to exceed \$500.00 per annum.

6.2 **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 administration, monitoring and enforcement of the License, including, but not limited to, staff time incurred in the examination of the Plans and Specifications for the Project, inspections to determine if the construction is proceeding in accordance with the Plans and Specifications approved by the Office of the City Engineer, and reasonable cost of CITY attorneys' services associated with the preparation and administration of the Revocable License and any amendments thereto and including enforcement of the terms thereof, with such reasonable cost of services not to exceed \$500.00 per annum.

6.3 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 one percent (1%) per month shall be due the CITY. 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. An Irrevocable Standby Letter of Credit is not acceptable. 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.

7. 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.**Condition of License Area.** LICENSEE accepts the License Area in an "AS IS" condition as of the Effective Date of this Revocable License. If LICENSEE finds any conditions altered after an initial inspection of License Area, which have a material adverse effect on the Project, CITY should be notified immediately.

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

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

11. Repairs and Maintenance. LICENSEE shall not commit or suffer waste or injury to the License Area or the use, operation and maintenance of the Project maintained therein. LICENSEE shall, at its own cost and expense, at all times during the term of this License cause the License Area(s) solely related to the Development Project to be safely and securely maintained, kept in good condition, repair, clean, and free of rubbish and other hazards. LICENSEE further covenants and agrees, to make or cause to be made any and all repairs or replacements as required solely related to the Development Project, ordinary or extraordinary, structural or otherwise, necessary to maintain the License Area in its original condition at the time of the commencement of the License Term. The City Engineer shall approve all repairs and replacements within the License Area related solely to the Development Project. When making such repairs, replacements

and maintenance LICENSEE shall comply with all laws, ordinances, codes, regulations and State and CITY Engineering standards then in effect; provided, however, that LICENSEE shall only be responsible to make such repairs and replacements solely related to the Development Project necessary to return the License Area to the original condition at the time of commencement of the License Term. The License Area shall be maintained in a neat and orderly appearance at all times.

11.1 Restoration of Road Right-of-Way.

11.1.1 LICENSEE shall submit evidence to the City Engineer, which such evidence shall be reasonably satisfactory to the City Engineer, to document conditions that existed prior to the commencement of the Development Project within the public right-of-way. Such evidence may include pictures, video, signed and sealed topographic surveys, other methods acceptable to the City Engineer or any combination thereof. Topographic features such as roadway surface, striping, signs, sidewalks, swale areas, driveways, curbing, parking meters, drainage inlets, valve covers, water meters, fire hydrants, utility access manholes/covers, landscaping, etc. shall be shown in sufficient detail such that the existing location and condition of each feature is clearly discernable.

11.1.2 LICENSEE shall schedule a site visit with the City's Engineering Inspector to verify that said documentation adequately reflects the site conditions. Said documentation will remain on file with the Office of the City Engineer.

11.1.3 Upon completion of the Development Project, LICENSEE shall:

(a) Conduct a site review with the City's engineering inspector to determine if any disruption or damage has occurred caused by the Development Project to features within the public right-of-way ;

(b) Immediately restore any damage caused by the Development Project in those areas that are identified by the Engineering Inspector.

11.1.4 Pursuant to Chapter 25, Streets and Rights of Way, Article III, Rights of Way Administration, City Code of Ordinances, including, but not limited to the following:

§ 25-108	Rights of Way Restoration
§ 25-109	Protection of Facilities
§ 25-110	General obligations of permittees
§ 25-111	Enforcement of permit obligations
§ 25-112	Construction bond

LICENSEE shall obtain a separate permit from the City's Department of Sustainable Development prior to starting construction of the Project or any

improvements or any repairs in the public right-of-way. A bond in the amount of 100% of the construction value will be required for a period of one year.

11.1.5 An as-built survey signed and sealed by a professional surveyor and mapper shall be provided to the City Engineer at the completion of the Development Project to document all existing and new features within the public right-of-way.

12. **Emergencies.** If an emergency situation arises with respect to the License Area 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 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 Paragraph, LICENSEE's Contact Person shall be Elizabeth Lancaster, Project Manager; cell phone number: (786) 586-4831; e-mail address: elancaster@meninhospitality.com; and address: 1501 Collins Avenue, Suite 208, Miami Beach, Florida 33139. In the event the LICENSEE's Contact Person or any other information pertaining to the LICENSEE's Contact Person shall change, such change shall be provided to the CITY Engineer.

13. **Damage to Public Property.** In the event the use or operation, of the Development Project cause(s) any damage any other public property, then LICENSEE shall be responsible for the cost of repair and shall, at CITY'S option, make said repairs or reimburse CITY for the cost of same.

14. **Liens Against the License Area.** LICENSEE shall have no power or authority to incur any indebtedness giving a right to a lien of any kind or character upon the right, title or interest of CITY in and to the License Area, and no Person shall ever be entitled to any lien, directly or indirectly derived through or under the LICENSEE, or its agents, servants, employees, contractors or officers or on account of any act or omission of said LICENSEE as to the License Area. All Persons contracting with the LICENSEE, or furnishing materials, labor or services to said LICENSEE, or to its agents or servants, as well as all Persons shall be bound by this provision of the Revocable License. Should any such lien be filed, LICENSEE shall discharge the same within thirty (30) days thereafter, by paying the same or by filing a bond, or otherwise, as permitted by law. LICENSEE shall not be deemed to be the agent of CITY, so as to confer upon a laborer bestowing labor upon or within any of the License Area, or upon materialmen who furnish material incorporated in the construction and improvements upon the foregoing, a construction lien pursuant to Chapter 713, Florida Statutes or an equitable lien upon the CITY's right, title or interest in and to the Property or License Area. These provisions shall be deemed a notice under Section 713.10(1), Florida Statutes of the "non-liability" of the CITY.

15. **Removal.** Except as may otherwise be expressly provided herein, LICENSEE shall remove all rubbish, materials, or equipment within the License Area related to the Development Project and any components thereof, exclusive of utilities facilities constructed and installed, upon revocation or termination of this License and upon demand of CITY for removal of such rubbish, materials, or equipment, and LICENSEE shall restore the License Area to the condition(s) that existed prior to the commencement of the Development Project. LICENSEE is liable for any damage caused to the public right by the Development Project. Removal of any debris, equipment, materials, or rubbish from the public right of way shall be at LICENSEE's sole cost and expense. In the event LICENSEE fails to remove all or any part of the rubbish, or equipment within the License Area from the Development Project within fifteen (15) days after written demand by the CITY to do so, the CITY is hereby authorized to remove such rubbish, materials, or equipment and restore License Area to the condition that existed prior to the commencement of the Development Project in the License Area, and all reasonable costs associated with the removal and restoration thereof shall be fully reimbursed by LICENSEE to CITY. Notwithstanding the foregoing, LICENSEE shall have the obligation of immediately removing any equipment or materials or temporary fencing within the License Area upon termination of this License, in the event LICENSEE fails to do so, CITY shall have the right to remove same, recouping the reasonable cost thereof from LICENSEE in the manner set forth herein.

16. **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 or public rights-of-way. If during the term of this Revocable License the structures, Improvements, fixtures or personality within the License Area or adjacent public rights-of-way shall be damaged, destroyed or deteriorated in whole or in part by fire, casualty, obsolescence, failure to maintain or any other cause, caused by the Development Project, 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 CITY and any other regulatory agency with jurisdiction over the License Area or adjacent real property or adjacent public rights-of-way 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 structures and improvements within the License Area(s) or real property or public rights-of-way adjacent thereto, or any part thereof, if LICENSEE elects to remove such structures (exclusive of utilities facilities constructed and installed), or any part thereof, LICENSEE shall seek the necessary permits and approvals from CITY and any other regulatory agency with jurisdiction over the subject matter to promptly remove or demolish said structures and improvements and restore the License Area as nearly as possible to its original condition.

All such repair, restructure and replacement shall be hereafter referred to as "Restoration". The cost of Restoration shall be paid solely by LICENSEE

17. **License, not Lease.** It is acknowledged and stipulated by and between the parties hereto that this Revocable License shall not be deemed a lease of the License Area by CITY but rather a License granted to LICENSEE by CITY for the nonexclusive possession, use, occupancy, operation, maintenance and repair of the License Area for the conduct of the Project under the terms and conditions stated herein, such terms and conditions including termination of the License in the manner set forth herein. LICENSEE acknowledges and understands the provisions of § 8.05 and 8.09 of the CITY Charter with respect to Leases.

18. **Indemnity.**

18.1 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 including reasonable attorney's fees or liabilities of every kind, nature or degree arising out of or in connection with the rights, responsibilities and obligations of LICENSEE under this Revocable License (collectively, "Claims"), conditions contained therein, the location, construction, repair, removal, demolition, maintenance, use or occupancy of the License Area, or the breach or default by LICENSEE of any covenant or provision of this Revocable License, arising from the act(s) or omission(s) of the LICENSEE, the LICENSEE's officers, agents, employees or subcontractors. Without limiting the foregoing, any and all such claims, suits, causes of action relating to personal injury, death, damage to property, defects in construction, rehabilitation, operation, maintenance, repair or restoration of the License Area or Property related to the Development Project, alleged infringement of any patents, trademarks, copyrights or of any other tangible or intangible personal or real property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, is included in the indemnity.

18.2 LICENSEE further agrees 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. The indemnification obligations set forth herein shall survive termination of this Revocable License for a period coincident with the statute of limitations period applicable to the offending act, omission or default.

19. **Insurance.** At all times during the term of this Revocable License Agreement, LICENSEE, at its expense, shall keep or cause to be kept in effect the following insurance coverages:

(a) A general liability insurance policy, in standard form, insuring LICENSEE and CITY as an additional insured, against any and all liability for bodily injury or property

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damage arising out of or in connection with this Revocable License and the license granted herein with a policy limit of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) general aggregate and shall name the CITY as an additional insured. All such policies shall cover the Project activities and the possession, use, occupancy and maintenance of the License Area. This policy shall not be affected by any other insurance carried by CITY.

(b) Workers' Compensation Insurance to apply to all LICENSEE's employees and employees of contractors retained by LICENSEE for the Project, said coverage to be in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) shall include Employers Liability with a limit of One Hundred Thousand Dollars (\$100,000.00) for each accident.

(c) Business Automobile Liability for all vehicles owned or leased by LICENSEE's contractors that are involved in the operation of the Project with limits of Three Hundred Thousand Dollars (\$300,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability.

(d) All of the policies of insurance provided for in this Revocable License:

- (i) shall be in the form and substance approved by the Department of Insurance of the State of Florida ("DOI"),
- (ii) shall be issued only by companies licensed by DOI,
- (iii) Certificates of Insurance pertaining to same shall be delivered to CITY, at least fourteen (14) days prior to the commencement of the License Term,
- (iv) shall be with a carrier having an A Best's Rating of not less than A, Class VII,
- (v) shall bear endorsements showing the receipt by the respective companies of the premiums thereon or shall be accompanied by other evidence of payment of such premiums to the insurance companies, including evidence of current annual payment, if on any installment payment basis, and
- (vi) shall provide that they may not be canceled by the insurer for thirty (30) days after service of notice of the proposed cancellation upon CITY and shall not be invalidated as to the interest of CITY by any act, omission or neglect of LICENSEE.
- (vii) The insurance coverage under subparagraphs (a) and (c) above shall be for a period coincident with the applicable indemnification obligations set forth above.

(e) In any case where the original policy of any such Insurance shall be delivered to LICENSEE, a duplicated original of such policy shall thereupon be delivered to CITY. All insurance policies shall be renewed by LICENSEE, and certificates evidencing such renewals, bearing endorsements or accompanied by other evidence of the receipt by the respective insurance companies of the premiums thereon, shall be delivered to CITY, at least twenty (20) days prior to their respective expiration dates.

(f) CITY does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect LICENSEE's or Contractor's interests or liabilities but are merely minimum requirements established by CITY's Risk Management Division. CITY reserves the right to require any other insurance coverages that CITY deems necessary depending upon the risk of loss and exposure to liability.

20. **Special Exception.** If is agreed that this Revocable License is granted to LICENSEE for LICENSEE'S benefit, is a special exception to the City's general policy and it is stipulated between the parties that this Revocable License shall be construed most strictly in favor of the CITY and against LICENSEE.

21. **Remedies of CITY.**

21.1 In the event the LICENSEE fails to perform or violates any of the terms or conditions of this Revocable License or is in breach or default in any term or condition hereof, CITY shall provide 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.

21.1.1 In the event the Contract Administrator finds that the LICENSEE has failed to timely cure such violation, the Contract Administrator shall provide Notice thereof to LICENSEE and impose or assess a fine of \$1,000.00 per day for each and every day the violation continues beyond the date set in the Notice under Section 21.1.

21.1.2 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 Notice thereof. Contract Administrator shall provide Notice to LICENSEE when Contract Administrator finds that the violation has been cured.

21.1.3 In the event LICENSEE disagrees with the Contract Administrator's (a) finding that a violation exists or continues to exist, or (b) imposition or assessment of a per diem fine, or (c) determination of the date of compliance or noncompliance, LICENSEE shall file a written Notice of Appeal to the City Manager within five (5) days of receiving notice of (a), (b) or (c) above.



21.1.4 Within ten (10) days of receiving a Notice of Appeal under Section 21.1.3, the City Manager shall hear presentations thereon and render a written Final Order thereon, serving a copy thereof upon LICENSEE. In deciding an Appeal filed under Section 21.1.3, the City Manager may affirm, reverse or modify, in whole or in part, the findings of the Contract Administrator. The City Manager may equitably adjust any fines in the interests of justice.

21.1.5 In the event LICENSEE contests the Final Order of the City Manager under Section 21.1.4 above, LICENSEE may file a Notice of Appeal with the City Clerk including all written arguments in support of contesting the Final Order. The City Commission shall review the Notice of Appeal and the written arguments in support of contesting the Final Order as soon as a hearing thereon may be reasonably scheduled. At the hearing on the Appeal, the City Commission shall hear presentations by the LICENSEE and City Manager and shall render an Order ("Order on Appeal") thereon affirming, reversing or modifying the Final Order in whole or in part.

21.1.6 Any fines resulting from the process set forth in Sections 21.1.1 through 21.1.5 shall be paid to CITY within sixty (60) days from the final adjudication resulting from that process.

21.2 In the event the LICENSEE fails to timely cure the violation within the time specified in Section 21.1, the CITY, as an alternative to the procedures set forth in Sections 21.1.1 through 21.1.6, may

21.2.1 revoke or terminate this License; or

21.2.2 take any equitable action to enforce the terms and conditions of this Revocable license, it being stipulated by the parties that since this Revocable License deals with the right to use a public right-of-way, a violation or breach of any term or condition of the Revocable License constitutes an irreparable injury to the public and CITY for which there is no adequate remedy at law; or

21.2.3 take such curative action that was required to be taken by the LICENSEE under the Revocable License 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, compounded monthly, 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, maintenance or removal 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. In addition to any other remedies available to CITY, in the event of litigation between the parties, 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 in such proceedings.

21.2.4 If LICENSEE does not make the payments required under this Section 21 within the sixty (60) day period set forth herein, then CITY shall have a right to record a Claim of Lien upon the Property, which lien may be either (a) for the total amount of the fines resulting from the procedures set forth in Sections 21.1.1 through 21.1.6 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 a 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.

21.2.5 The remedies found within this Section 21, including all subsections thereof, are cumulative. The exercise of one does not preclude the exercise of any other remedy.

22. **Requirement for Notice.** LICENSEE shall give CITY prompt written notice of any accidents on, in, over, within, under and above the License Area in which damage to property or injury to a person occurs.

23. **Notices.**

(a) Except as provided in subparagraph (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 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 CITY 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 forty-eight (48) hours after the time that the same shall be deposited in 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 of 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:

Bodega FLL, LLC
1501 Collins Avenue, Suite 208
Miami Beach, FL 33139
Attn: Jared Galbut
Email: jgalbut@meninhospitality.com

With copy to:

Greenspoon Marder LLP
600 Brickell Avenue, Suite 3600
Miami, FL 33131
Attn: James E. Rauh, Esq.
Email: james.rauh@gmlaw.com

(c) As to activities under Paragraph 12, Emergencies, notice need not be given in accordance with subparagraph (a) above, but notice shall be sufficient if given to the Contact Person pursuant to Paragraph 12, Emergencies.

24. **Assignment, Pledge, Security Interest.** LICENSEE shall not voluntarily, involuntarily or by operation of law, assign, sell, pledge, grant a security interest, or in any manner

Revocable License
Licensee: Bodega FLL, LLC



transfer the License or any interest therein or grant any right to the License Area without prior written consent of CITY, which such consent may be granted or withheld in its sole discretion. Notwithstanding the foregoing, CITY hereby consents to LICENSEE's assignment of all of its rights and interests under this Revocable License to any lender(s) or financier(s) providing it with financing for all or any portion of the Development Project.

25. **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, City of Fort Lauderdale, and of any other public authority that may be applicable to this Revocable license and the possession, use, occupancy and maintenance of the license Area and the conduct of the Project permitted herein.

26. **Entire Revocable License.** This Revocable license, together with any other agreements entered into contemporaneously herewith, constitutes and represents the entire Revocable license and any other agreements between the parties hereto and supersedes any prior understandings or Revocable Licenses or agreements, written or verbal, between the parties hereto respecting the subject matter herein. This Revocable license may be amended, supplemented, modified or discharged only upon an amendment in writing executed by all of the parties hereto. This Revocable license shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns, subject, however, to the limitations contained herein.

27. **Interpretation of Revocable License; Severability.** This Revocable license 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 Revocable License, or the application of the remainder of the provisions, shall not be affected. Rather, this Revocable License is to be enforced to the extent permitted by law. The captions, headings and title of this Revocable License are solely for convenience of reference and are not to affect its interpretation. Each covenant, term, condition, obligation or other provision of the Revocable License 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 License, unless otherwise expressly provided. The terms and words used in this Revocable License, 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.

28. **Successors.** This Revocable License shall be binding on and inure to the benefit of the parties, their successors and assigns.

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

30. **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 Revocable License. None of the parties intend to directly or substantially beneficial a third party by this Revocable License. The parties agree that there are no third-party beneficiaries to

Revocable License
Licensee: Bodega FLL, LLC



this Revocable License and that no third party shall be entitled to assert a claim against any of the parties based on this Revocable license. 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.

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

32. **Termination.** In the event of emergency, either party may cancel this Revocable License during the term hereof upon twenty-four (24) hours written notice to the other party of its desire to terminate this Revocable License.

33. **Records.** Each party shall maintain its own respective records and documents associated with this Revocable License 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 Section 119.07, Florida Statutes, and any resultant award of attorney's fees of non-compliance with that law.

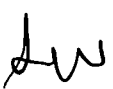
34. **Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Revocable License 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.

35. **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this License Agreement has been their joint effort.

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

37. **Governing Law.** This Revocable License 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 Revocable License and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida. To that end, LICENSEE expressly waives whatever other privilege to venue it may otherwise have.

Revocable License
Licensee: Bodega FLL, LLC



38. **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Revocable License 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.

39. **Recording.** This Revocable License shall be conditioned upon recordation of the Revocable License in the Public Records of Broward County, Florida. LICENSEE shall record the Revocable License at its own expense in the Public Records of Broward County, Florida. LICENSEE shall provide a copy of the fully executed recorded Revocable License to the City Clerk's Office of the City of Fort Lauderdale and the Contract Administrator.

[THE BALANCE OF THIS PAGE REMAINS INTENTIONALLY BLANK.]



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

WITNESSES:

Jeanette A. Johnson
Jeanette A. Johnson

[Witness print or type name]

[Signature]

Aimee L. Lavoie

[Witness print or type name]

CITY OF FORT LAUDERDALE, a
municipal Corporation of the State of Florida

[Signature]
Dean J. Trantalis, Mayor

[Signature]
Christopher J. Lagerbloom, ICMA-CM,
City Manager

ATTEST:

[Signature]
Jeffrey A. Modarelli, City Clerk

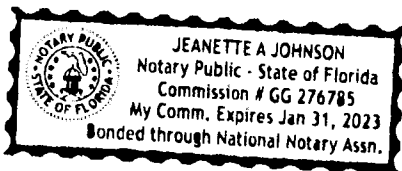
APPROVED AS TO FORM:
Alain E. Boileau, City Attorney

By: [Signature]
Shari Wallen, Esq.
Assistant City Attorney

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online, this 16th day of December, 2020, 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)



Jeanette A. Johnson
Notary Public, State of Florida
(Signature of Notary taking Acknowledgement)

Jeanette A. Johnson
Name of Notary Typed, Printed, or Stamped

My commission Expires: 1/31/23
Commission Number: GG 276785

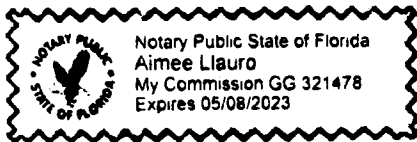
Revocable License
Licensee: Bodega FLL, LLC

[Handwritten initials]

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online, this 15 day of December, 2020, by CHRISTOPHER J. LAGERBLOOM, ICMA-CM, 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)



Aimee Llauro
Notary Public, State of Florida
(Signature of Notary taking Acknowledgement)

Aimee Llauro
Name of Notary Typed, Printed, or Stamped

My commission Expires: _____
Commission Number: _____

Revocable License
Licensee: Bodega FLL, LLC

dw

WITNESSES:

Stephanie Hughes
[Witness print/type name]

Victoria Boisson
[Witness print/type name]

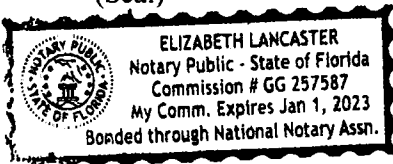
LICENSEE: Bodega FLL LLC

By: Jared Galbut
Print Name: Jared Galbut
Title: Manager

STATE OF Florida)
COUNTY OF Miami-Dade) SS

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 7 day of December, 2020, by Jared Galbut, Manager of Bodega FLL LLC, who freely and voluntarily executed this instrument on behalf of said limited liability company. He is personally known to me or has produced _____ as identification.

(Seal)



Elizabeth Lancaster
Notary Public, State of Florida
(Signature of Notary taking Acknowledgement)

Elizabeth
Name of Notary Typed, Printed, or Stamped

My commission Expires: Jan. 1, 2023
Commission Number: GG 257587

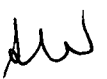
Revocable License
Licensee: Bodega FLL, LLC

SW

Exhibit "A"

The Site

[see attached sketch and legal description]

A handwritten signature in black ink, consisting of stylized, cursive letters, located in the bottom right corner of the page.

1150 E. ATLANTIC BLVD.
POMPANO BEACH
FLORIDA 33060

ACCURATE LAND SURVEYORS, INC.

L.B. #3635

SHEET 1 OF 2

TEL. (954) 782-1441
FAX. (954) 782-1442

TYPE OF SURVEY: **BOUNDARY**

JOB NUMBER: **SU-20-1217**

LEGAL DESCRIPTION:

ALL OF THAT PORTIONS OF LOTS SIX (6), SEVEN (7) AND EIGHT (8) OF BLOCK TWENTY-SIX (26) OF THE TOWN OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "B", AT PAGE 40, IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF MIAMI-DADE COUNTY, FLORIDA, WHICH ARE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT TEN (10) FEET EAST FROM THE NORTHWEST CORNER OF SAID LOT SIX (6) OF BLOCK TWENTY-SIX (26), RUNNING THENCE SOUTH PARALLEL WITH THE WEST BOUNDARY OF SAID LOTS SIX (6), SEVEN (7) AND EIGHT (8) OF BLOCK TWENTY-SIX (26), A DISTANCE OF 112 FEET; THENCE EAST PARALLEL WITH AND TWELVE (12) FEET SOUTH FROM THE NORTH BOUNDARY OF SAID LOT EIGHT (8), A DISTANCE OF 65.9 FEET; THENCE RUNNING NORTH 112 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID LOT SIX (6), A DISTANCE OF 75.9 FEET EAST FROM THE NORTHWEST CORNER OF THE SAID LOT SIX (6); THENCE WEST ALONG THE NORTH BOUNDARY OF SAID LOT SIX (6) A DISTANCE OF 65.9 FEET TO THE POINT OF BEGINNING. ALSO THAT PORTION OF LOT FIVE (5), BLOCK TWENTY-SIX (26) OF THE TOWN OF FORT LAUDERDALE, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK "B", PAGE 40 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

COMMENCE AT THE ORIGINAL SOUTHWEST CORNER OF SAID LOT FIVE (5) FOR A POINT OF REFERENCE; THENCE ALONG THE SOUTH BOUNDARY OF SAID LOT FIVE (5) NORTH 88°21'00" EAST, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 01°46'40" WEST, A DISTANCE OF 0.46 FEET; THENCE NORTH 88°15'40" EAST, A DISTANCE OF 65.90 FEET; THENCE SOUTH 01°46'40" EAST, A DISTANCE OF 0.57 FEET TO AN INTERSECTION WITH SAID BOUNDARY OF SAID LOT FIVE (5); THENCE ALONG SAID SOUTH BOUNDARY SOUTH 88°21'00" WEST, A DISTANCE OF 65.90 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

ADDRESS: **21 WEST LAS OLAS BOULEVARD FORT LAUDERDALE, FL 33301**

FLOOD ZONE: **X (0.2%)**
BASE FLOOD ELEVATION: **N/A**
CONTROL PANEL NUMBER: **125105/12011C0557-H**
EFFECTIVE: **8/18/2014** REVISED:

LOWEST FLOOR ELEVATION: **N/A**
GARAGE FLOOR ELEVATION: **N/A**
LOWEST ADJACENT GRADE: **N/A**
HIGHEST ADJACENT GRADE: **N/A**

REFERENCE BENCH MARK: **N/A**

CERTIFY TO:

1. 21 WEST LLC
- 2.
- 3.
- 4.
- 5.
- 6.

NOTES:

1. THIS SURVEY CONSISTS OF A MAP AND A TEXT REPORT. ONE IS NOT VALID WITHOUT THE OTHER.
2. OWNERSHIP OF FENCE AND WALLS IF ANY, NOT DETERMINED.
3. THIS SURVEY IS MADE FOR THE EXCLUSIVE USE OF THE CERTIFIED HEREON. TO BE VALID ONE YEAR FROM THE DATE OF SURVEY AS SHOWN HEREON.

Δ = CENTRAL ANGLE
A = ARC LENGTH
AC = AIR CONDITIONER
AD = ASSUMED DATUM
AE = ANCHOR EASEMENT
AF = ALUMINUM FENCE
B.C.R. = BROWARD COUNTY RECORDS
BLVD = BOULEVARD
B.M. = BENCHMARK
(C) = CALCULATED
CB = CHORD BEARING
CHATT. = CHATTANOOGHEE
CLF = CHAIN LINK FENCE
CL = CENTERLINE
D.B. = DEED BOOK
D.E. = DRAINAGE EASEMENT
E = EAST
ELEC. = ELECTRIC
ELEV. = ELEVATION
ENCH. = ENCROACH/
ENCROACHMENT
ESMT. = EASEMENT

OR ±
FND = FOUND
FF = FINISHED FLOOR
FH = FIRE HYDRANT
F.P.L. = FLORIDA POWER & LIGHT
GAR. = GARAGE
I.D. = IDENTIFICATION
I.P. = IRON PIPE
I.P.C. = IRON PIPE & CAP
I.R. = IRON ROD
I.R.C. = IRON ROD & CAP
LP = LIGHT POLE
M = MEASURED
M.D.R. = MIAMI DADE COUNTY RECORDS
MAINT. = MAINTENANCE
MF = METAL FENCE
MH = MANHOLE
N = NORTH
N/A = NOT APPLICABLE
N&D = NAIL & DISC

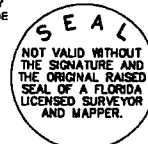
LEGEND OF ABBREVIATIONS:

N.A.V.D. = NORTH AMERICAN VERTICAL DATUM
O/S = OFFSET
O.R.B. = OFFICIAL RECORDS BOOK
OH = OVERHANG
(P) = PLAT
P.B. = PLAT BOOK
P.B.C.R. = PALM BEACH COUNTY RECORDS
P.C. = POINT OF CURVATURE
P.C.P. = PERMANENT CONTROL POINT

CHAIN LINK FENCE
WOOD FENCE
METAL FENCE
PVC FENCE
CONCRETE FENCE
CONCRETE WALL
WIRE FENCE

BROWARD COUNTY NAVD1988

P.G. = PAGE
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
P.R.C. = POINT OF REVERSE CURVATURE
P.R.M. = PERMANENT REFERENCE MONUMENT
P.T. = POINT OF TANGENCY
PVC = POLYVINYL CHLORIDE
R = RADIUS
RNG. = RANGE
R/W = RIGHT OF WAY
S = SOUTH
SEC. = SECTION
SQ. FT. = SQUARE FEET
TWP. = TOWNSHIP
U.E. = UTILITY EASEMENT
W = WEST
WF = WOOD FENCE
WM = WATER METER



dw

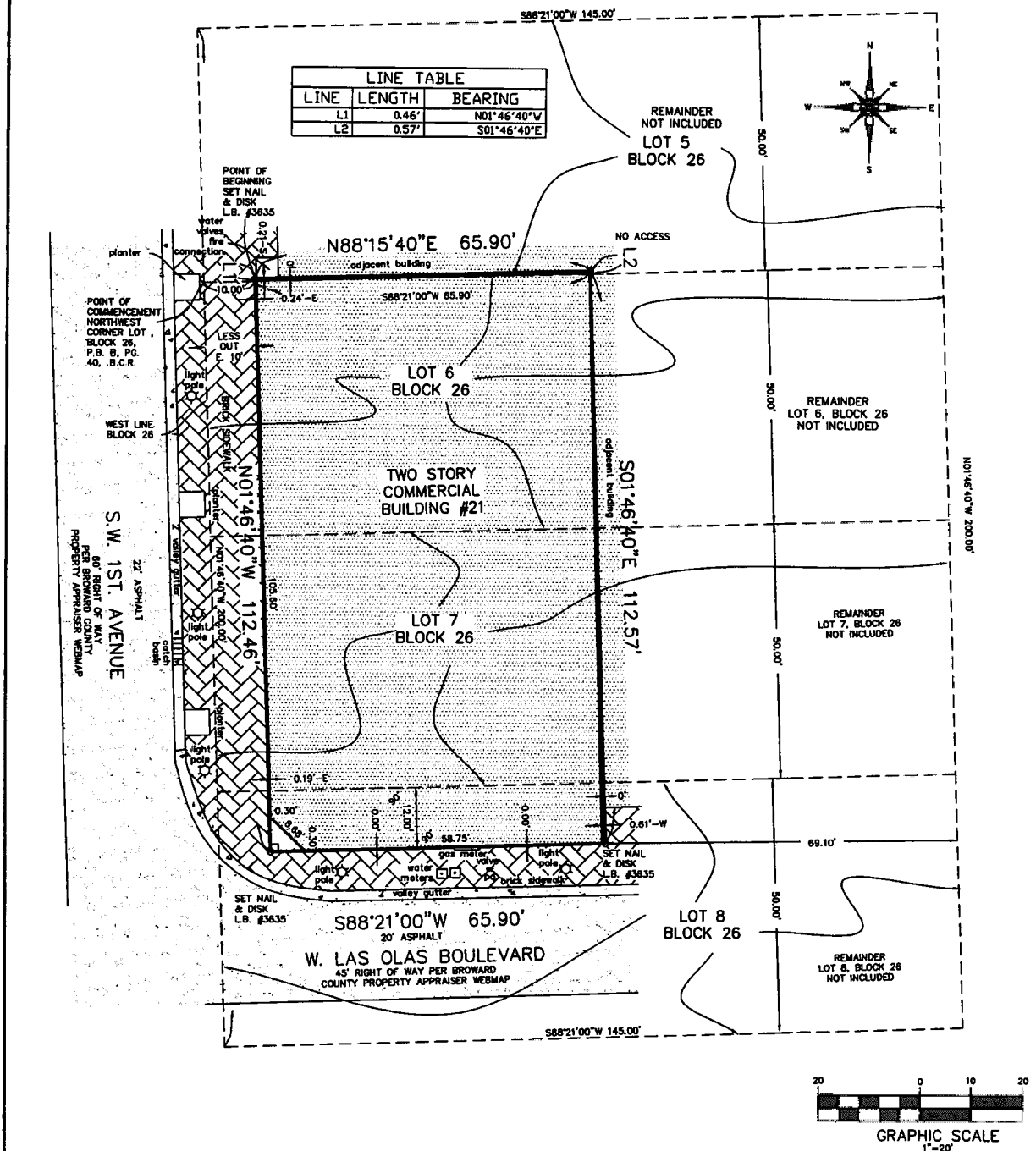
1150 E. ATLANTIC BLVD.
POMPANO BEACH, FLORIDA 33060

ACCURATE LAND SURVEYORS, INC.

L.B. #3635

SHEET 2 OF 2

TEL. (954) 782-1441
FAX. (954) 782-1442



NOTES:

1. UNLESS OTHERWISE NOTED FIELD MEASUREMENTS ARE IN AGREEMENT WITH RECORD MEASUREMENTS
2. BEARINGS SHOWN HEREON ARE BASED ON A BEARING OF N01°46'40\"W ALONG THE WEST LINE OF BLOCK 26, PLAT BOOK \"B\", PAGE 40, MIAMI-DADE COUNTY RECORDS
3. THE LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS, OR OTHER MATTERS OF RECORDS BY ACCURATE LAND SURVEYORS, INC.
4. OWNERSHIP OF FENCES AND WALLS IF ANY NOT DETERMINED.
5. THIS DRAWING IS THE PROPERTY OF ACCURATE LAND SURVEYORS, INC. AND SHALL NOT BE USED FOR REPRODUCTION IN WHOLE OR IN PART WITHOUT WRITTEN AUTHORIZATION
6. THIS SURVEY CONSISTS OF A MAP AND TEXT REPORT. ONE IS NOT VALID WITHOUT THE OTHER.
7. THIS SURVEY IS MADE FOR THE EXCLUSIVE USE OF THE CERTIFIED HEREON, TO BE VALID ONE YEAR FROM THE DATE OF SURVEY AS SHOWN.
8. THE FLOOD ZONE INFORMATION SHOWN HEREON IS FOR THE DWELLABLE STRUCTURE ONLY UNLESS OTHERWISE INDICATED.
9. THE LOCATION OF OVERHEAD UTILITY LINES ARE APPROXIMATE IN NATURE DUE TO THEIR PROXIMITY ABOVE GROUND. SIZE, TYPE AND QUANTITY MUST BE VERIFIED PRIOR TO DESIGN OR CONSTRUCTION.
10. THE SURVEY MEETS OR EXCEEDS SUBURBAN LINEAR: 1 FOOT IN 7,500 FEET
12. UNDERGROUND FOUNDATION LOCATION WERE NOT DETERMINED ON THIS SURVEY.

CERTIFICATION:

This is to certify that this above ground sketch of boundary survey was made under my responsible charge and is accurate and correct to the best of my knowledge and belief. I further certify that this sketch meets the Standards of Practice, established by the Board of Professional Surveyors and Mappers, Chapter 5J-17, Florida Administrative Codes, pursuant to current Section 472.027, Florida Statutes.

Robert L. Thompson 7-09-2020
ROBERT L. THOMPSON (PRESIDENT)
PROFESSIONAL SURVEYOR AND MAPPER No. 3869 - STATE OF FLORIDA



REVISIONS	DATE	BY

DATE OF SURVEY 07-03-20	DRAWN BY D.L.W.	CHECKED BY R.L.T.	FIELD BOOK 20-1217
----------------------------	--------------------	----------------------	-----------------------

SCALE 1"=20' SKETCH NUMBER SU-20-1217

mw

Exhibit "B"

License Area

[see attached sketch and legal description]

Revocable License
Licensee: Bodega FLL, LLC



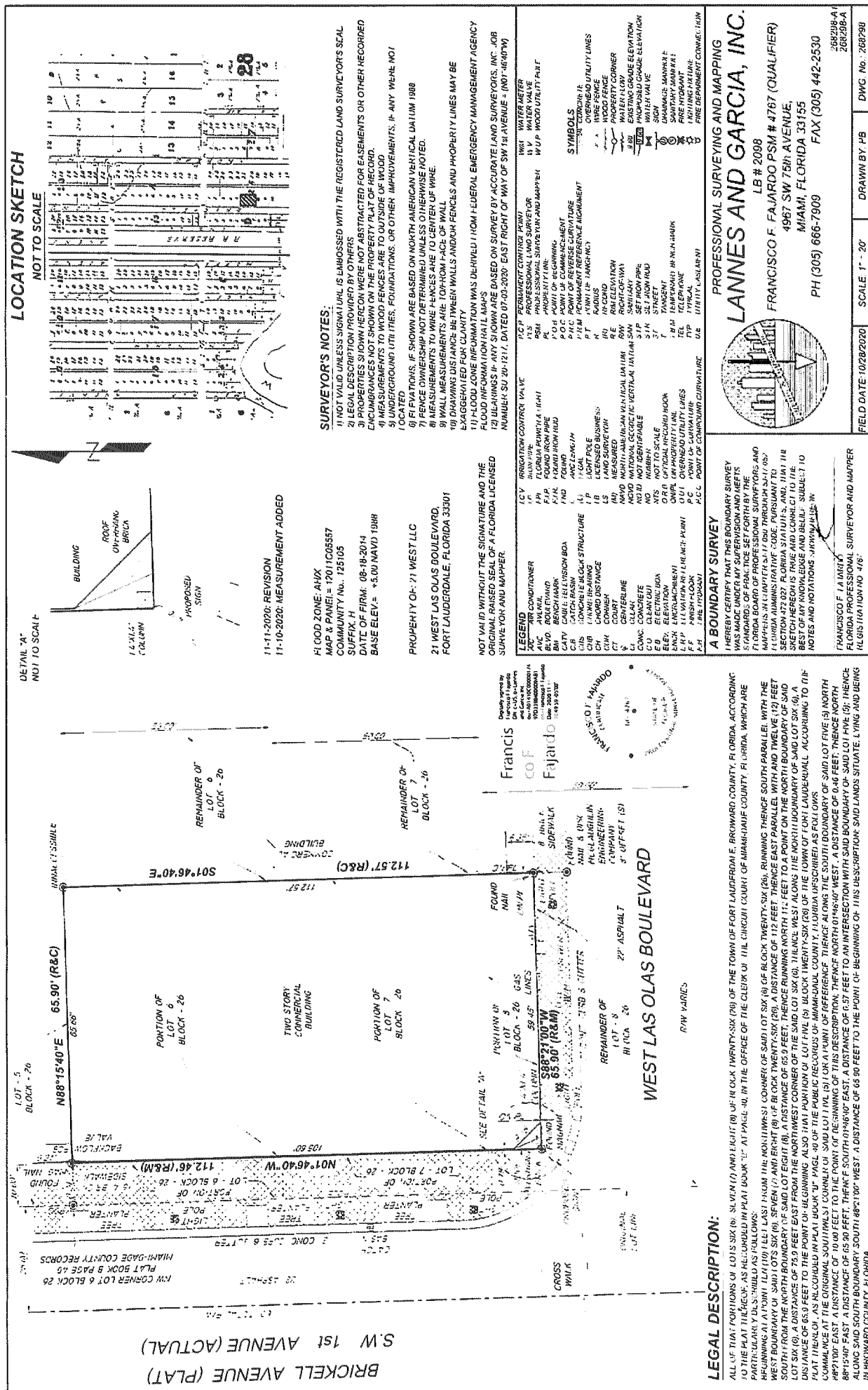


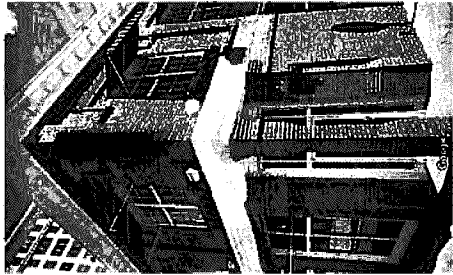
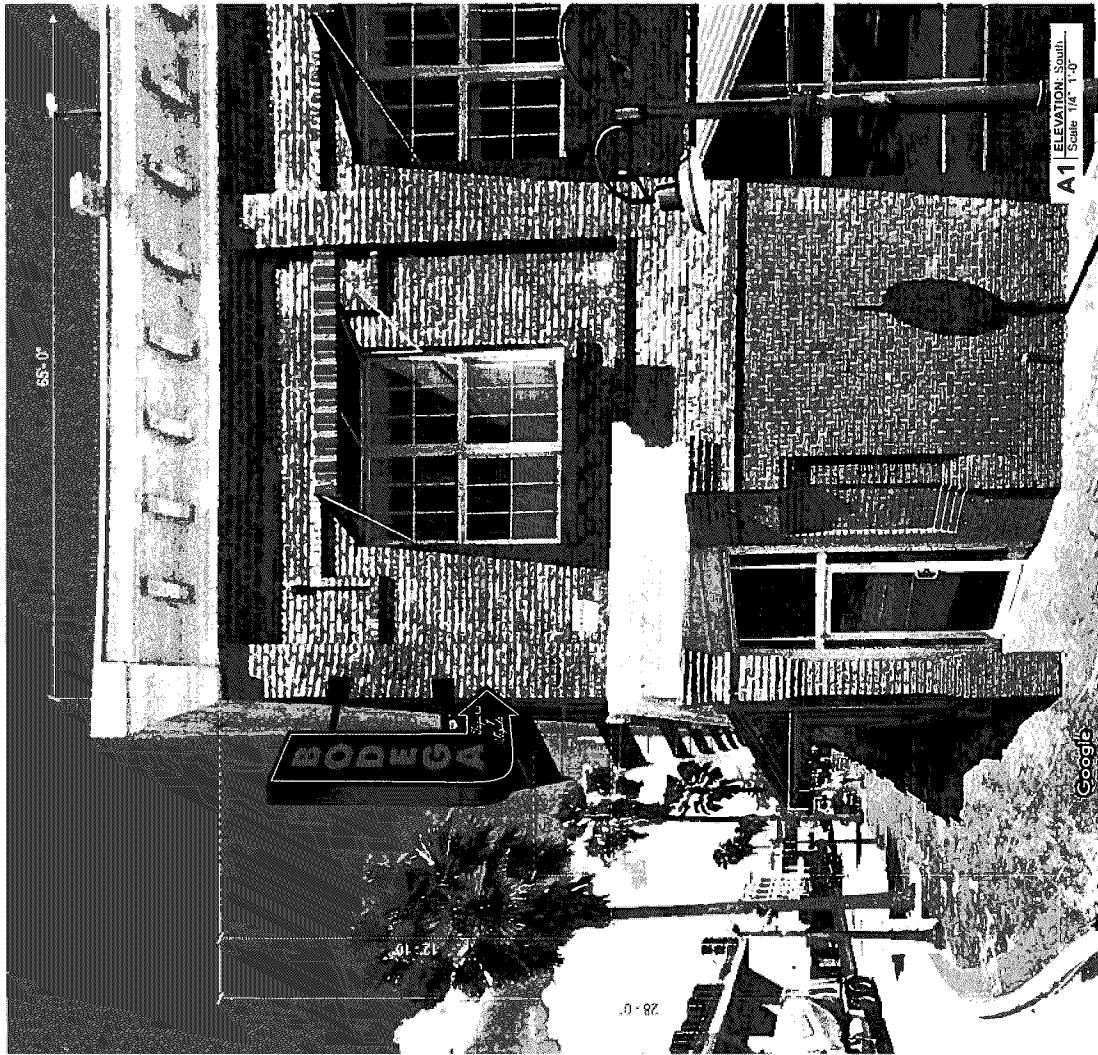
Exhibit "C"

Construction Details

[see attached plans]



SIGN TYPE: Internally Illuminated Double Sided Aluminum Cabinet with Routed Faces



Corner View



A2 | TOP VIEW
Scale: 1/12" = 1'-0"

Art & Sign Company 954.763.4410 artsignfl.com 835 NW 6 th Ave. Ft. Lauderdale, FL 33311		FILE: Bodega; 21 N Las Olas Blvd Graphics; Bodega-FTL - DSI Sign Cabinet.cdr	REVISION V1: 3/3 Reverse sign structure and layout	CLIENT APPROVAL	1
CLIENT: Bodega		REVISION V2: 3/5 Sign Placement - Corner - Top View	*Colors shown on drawing are for presentation purposes. All colors must be confirmed by project manager before printing	START DATE: 10/2/2020 SALE REP: Diana ARTIST: Stephy / Jeanne A	
ADDRESS: 21 N Las Olas Blvd Ft. Lauderdale, FL		REVISION V3: 4/21 Layout			
MUNICIPALITY: City of Ft. Lauderdale		REVISION V4: 1/16 Sign Width			
		REVISION V5:			

Any party accepting this document does so in confidence and agrees that it should not be duplicated, in whole or in part, nor disclose to others without the written consent of Art Sign Company, Inc. Reference copy list for copyrightable specific to each sign location. Contractors shall verify all dimensions on site and notify any variation from what is shown on the drawings before proceeding with fabrication.

W