

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

Document reviewed by:  
**Israel Fajardo  
Assistant County Attorney  
115 S. Andrews Avenue, Room 423  
Fort Lauderdale, FL 33301**

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**REVOCABLE LICENSE AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF TAMARAC**

This Revocable License Agreement (“Agreement”) between Broward County (“County”), a political subdivision of the State of Florida, and the City of Tamarac (“City”), a municipal corporation organized and existing under the laws of the State of Florida (collectively, the “Parties”), is entered into and effective as of the date this Agreement is fully executed by the Parties (the “Effective Date”).

**RECITALS**

- A. The revocable license area, as set forth in Exhibit A, is a right-of-way located on West Prospect Road (the “Revocable License Area”);
- B. The County owns and controls the Revocable License Area and West Prospect Road;
- C. City seeks and County is amenable to City’s nonexclusive access and use of the Revocable License Area to make certain improvements in the Revocable License Area, as set forth in Exhibit B (the “Improvements”), and to maintain and repair the Improvements, as set forth in Exhibit C (the “Maintenance Obligations”);
- D. The Improvements and maintenance thereof will benefit the residents of both County and City; and
- E. City has authorized the appropriate municipal officers to execute this Agreement.

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

**SECTION 1. DEFINITIONS**

- 1.1. **Approved Plans** means the construction documents and specifications depicting and defining the Improvements, including all materials to be installed in the Revocable License Area as referenced in the plans submitted to and approved by the Contract Administrator, and filed under Project Reference Number 181008504.
- 1.2. **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.3. **Contract Administrator** means the Director of the Broward County Highway Construction and Engineering Division, or designee.
- 1.4. **County Administrator** means the administrative head of County as appointed by the Board.
- 1.5. **County Attorney** means the chief legal counsel for County, as appointed by the Board.
- 1.6. **Division** means the Broward County Highway Construction and Engineering Division.

**SECTION 2. GRANT OF REVOCABLE LICENSE**

- 2.1. County hereby grants to City a revocable license for nonexclusive access and use of the Revocable License Area solely for the purposes of making the Improvements, performing the Maintenance Obligations, and taking other actions as may be required by this Agreement. The Improvements must meet County's Minimum Standards Applicable to Public Right-of-Way Under Broward County Jurisdiction as described in Exhibit 25.A of the Broward County Administrative Code.
- 2.2. Other than for the purposes identified in this Agreement, City may not use the Revocable License Area for any other purpose whatsoever without written amendment of this Agreement executed with the same formalities as this Agreement. City may not permit the Revocable License Area to be used in any manner that will violate the terms of this Agreement or any laws, administrative rules, or regulations of any applicable governmental entity or agency.
- 2.3. County shall have full and unrestricted access to the Revocable License Area at all times.
- 2.4. This Agreement is merely a right to access and use and grants no estate in the Revocable License Area to City or any other party.

**SECTION 3. CITY'S OBLIGATIONS**

- 3.1. City shall make application to the Division for a permit to perform the Improvements as set forth in the Approved Plans. City may not proceed with the Improvements until all permits have been issued and all permit conditions for commencement of the Improvements have been satisfied.
- 3.2. The City may not make any alterations to the Improvements without first obtaining a permit from the Division and the written approval of the Contract Administrator for such alterations.

- 3.3. The City shall make the Improvements at its own expense and in accordance with the Approved Plans and to the Contract Administrator's satisfaction. City shall not be entitled to any compensation from County for making the Improvements.
- 3.4. Following City's installation of the Improvements and County's approval of same (as set forth in Section 4), City shall provide County with signed and sealed certified as-built drawings and warranties for all work performed as set forth in the Approved Plans.
- 3.5. Once the Improvements have been made, City shall perform the Maintenance Obligations at its own expense and in accordance with the requirements set forth in Exhibit C. As part of the Maintenance Obligations, City shall keep the Improvements and the Revocable License Area clean, sanitary, and in good condition consistent with industry-standard maintenance standards and techniques. The Maintenance Obligations shall include all repair and replacement of materials due to any cause, including but not limited to normal wear and tear, acts of God, vandalism, and accidents. City shall promptly replace all defective or unsightly materials, as well as any materials that the Contract Administrator determines, in his/her reasonable discretion, should be replaced for safety reasons or because such materials would interfere with any County property or County operations. All replacements must be approved in writing by the Contract Administrator.
- 3.6. If City takes any action or makes any omission that causes or results in alterations or damage to County property, City shall, at its own expense, restore such property to its condition before the alterations or damages. If City fails to make such restoration within thirty (30) calendar days after County's request, County may make the restoration, and then invoice the City for the costs thereof. City shall pay such invoice within thirty (30) calendar days after receipt.
- 3.7. If City takes any action or makes any omission that causes or results in alterations to the Revocable License Area (or any materials on the Revocable License Area), which alterations are not specified in the Approved Plans, City shall, at its own expense, restore the Revocable License Area to its condition before the alterations were made, or to such condition as approved in writing by the Contract Administrator. If City fails to make such restoration within thirty (30) calendar days after County's request, County may make the restoration, and then invoice the City for the costs thereof. City shall pay such invoice within thirty (30) calendar days after receipt.
- 3.8. If City takes any action or makes any omission that causes or results in damage to the Revocable License Area (or any materials on the Revocable License Area), City shall, at its own expense, repair such damage. If City fails to make such repairs within thirty (30) calendar days after County's request, County may make the repairs, and then invoice the City for the cost thereof. City shall pay such invoice within thirty (30) calendar days after receipt.
- 3.9. If the Revocable License Area is serviced by any utilities (including but not limited to electricity, water, sewage, or gas), City shall be solely responsible for the cost of such utilities.
- 3.10. If the License Area contains an irrigation or water pump system, City shall maintain and repair same in compliance with the requirements set forth in Exhibit C and all applicable rules and regulations of the South Florida Water Management District.
- 3.11. City shall provide the Contract Administrator with immediate verbal notice, followed by

written notice (in the manner set forth in Section 7 of this Agreement), of any condition on the Revocable License Area that might present a risk of damage to the Revocable License Area or adjacent property, or might pose a risk of injury to any person.

3.12. City shall also provide the Contract Administrator with immediate verbal notice, followed by prompt written notice (in the manner set forth in Section 7 of this Agreement), of any damage to the Revocable License Area or any injury to any person on the Revocable License Area.

3.13. City may retain a third party to make the Improvements and/or perform the Maintenance Obligations. If City retains a third party for such purpose(s), City shall enter into a written contract with the third party under which the third party agrees to make the Improvements and/or perform the Maintenance Obligations in accordance with the requirements of this Agreement. City shall provide the Contract Administrator with a copy of any such contract(s). Notwithstanding City's use of any third party, City shall remain obligated to make the Improvements and perform the Maintenance Obligations if the third party does not. City may not relieve itself of any of its obligations under this Agreement by contracting with a third party.

#### **SECTION 4. COUNTY'S OBLIGATIONS**

4.1. County shall review the Approved Plans to determine whether to issue a permit for the Approved Plans and shall issue a permit only if the Approved Plans comply with all applicable County permitting requirements.

4.2. County shall inspect the Improvements and may reject work that does not conform to the Approved Plans.

4.3. After receiving signed and sealed certified as-built drawings that the Improvements are in conformance with the Approved Plans, and receiving request for a final inspection, County shall perform a final inspection of the Improvements and notify City of County's final approval or rejection of the Improvements.

4.4. County shall have no further obligations under this Agreement other than those stated in this Section but may exercise any and all rights it has under this Agreement.

#### **SECTION 5. RISK OF LOSS**

All Improvements not permanently affixed to the Revocable License Area shall remain the property of City, and all risk of loss for the Improvements (whether permanently affixed or not) shall be City's risk alone. However, City may not remove, replace or alter any of the Improvements without the Contract Administrator's written consent and any required permitting.

#### **SECTION 6. TERM AND TERMINATION**

6.1. This Agreement shall begin on the Effective Date and continue in perpetuity unless terminated as provided in this Section.

6.2. This Agreement may be terminated for cause by County if City breaches any of its obligations under this Agreement and has not corrected the breach within thirty (30) calendar

days after receipt of written notice identifying the breach. County may, at the option of the Contract Administrator, cause such breach to be corrected and invoice City for the costs of the correction or may terminate this Agreement. If County opts to correct the breach and invoice City for the costs of correction, City shall pay such invoice within thirty (30) calendar days after receipt. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall, at County's sole election, be deemed a termination for convenience, which shall be effective thirty (30) calendar days after such notice of termination for cause is provided.

6.3. This Agreement may be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in the written notice provided by County to City, which termination date shall not be less than thirty (30) calendar days after the date of such written notice.

6.4. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate if the County Administrator determines that termination is necessary to protect the public health or safety. Termination under this section shall be effective on the date County provides notice to the City of such termination.

6.5. Upon termination of this Agreement, City shall peaceably surrender its use of the Revocable License Area.

6.6. If County terminates this Agreement, City shall remove all Improvements, materials and equipment installed or placed in the Revocable License Area by City, unless the Contract Administrator, in writing, authorizes City to leave any such Improvements, materials, or equipment in the Revocable License Area. In addition, City shall be obligated to any repair damage to the Revocable License Area resulting from the removal of any Improvements, materials and equipment. If City fails to comply these removal and/or repair obligations within thirty (30) days of termination, County may perform them, and then invoice City for the cost thereof. City shall pay the invoice within thirty (30) calendar days after receipt.

6.7. If County terminates this Agreement, City shall restore the Revocable License Area to its condition before the Improvements or to such condition as approved in writing by the Contract Administrator. If City fails to make such restorations within thirty (30) days of termination, County may make them and then invoice City for the costs thereof. City shall pay such invoice within thirty (30) calendar days after receipt.

6.8. County shall have no obligation to compensate City for any loss resulting from or arising out of the termination of this Agreement.

6.9. If tree mitigation is required as a result of termination of this Agreement, City must obtain a Broward County Environmental Licensing and Building Permitting Division, Tree Preservation Program Agreement required by Chapter 27, Article XIV, Sections 27-401 through 27-414 of the Broward County Tree Preservation and Abuse Ordinance, as may be amended from time to time, to provide for relocation, removal, and replacement per the tree removal Agreement requirements at City's sole cost and expense.

6.10. Notice of termination shall be provided in accordance with the Section 7 of this Agreement, except that notice of termination by the County Administrator, pursuant to Section Revocable License Agreement with City of Tamarac

6.4 of this Agreement may be verbal notice that shall be promptly confirmed in writing in accordance with Section 7 of this Agreement.

#### **SECTION 7. NOTICES**

Whenever either party desires or is required to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, together with a contemporaneous email, addressed to the party for whom it is intended at the place last specified in this Section. The manner in which and persons to whom notice shall be provided will remain the same unless and until changed in writing in accordance with this Section. The Parties respectively designate the following persons for receipt and issuance of notice:

**FOR COUNTY:**

Director, Broward County Highway Construction and Engineering Division  
One North University Drive, Suite 300B  
Plantation, Florida 33324-2038  
Email: [bterrier@broward.org](mailto:bterrier@broward.org)

**FOR CITY:**

Michael C. Cernech, City Manager  
City of Tamarac  
7525 NW 88th Avenue  
Tamarac, FL 33321  
Email: [Michael.Cernech@tamarac.org](mailto:Michael.Cernech@tamarac.org)

#### **SECTION 8. INDEMNIFICATION**

8.1. County and City are entities subject to Section 768.28, Florida Statutes, as may be amended from time to time, and agree to be fully responsible for the negligent or wrongful acts and omissions of their respective agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement or any other contract.

8.2. If City contracts with a third party to perform any of City's obligations under this Agreement, City shall enter into a contract with such third party, which contract shall include the following provision:

Indemnification: Contractor shall indemnify and hold harmless Broward County, and all of Broward County's current, future, and former officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses (collectively, a "Claim"), raised or asserted by any person or entity not a party to this Agreement, which Claim is caused or alleged to be caused in whole or

in part, by any intentional, reckless, or negligent act or omission of contractor, its current or former officers, employees, agents, servants or assigns, arising from, relating to, or in connection with this Agreement. If any Claim is brought against an Indemnified Party, contractor shall, at its own expense, upon written notice from Broward County, defend each Indemnified Party against each such Claim by counsel satisfactory to Broward County, or, at the option of Broward County, pay for an attorney selected by the County Attorney to defend the Indemnified Party.

8.3. The provisions of this Section 8 shall survive the expiration or earlier termination of this Agreement.

#### **SECTION 9. INSURANCE**

9.1. City is a governmental entity and is fully responsible for the negligent or wrongful acts and omissions of its agents or employees, subject to any applicable limitations of Section 768.28, Florida Statutes.

9.2. Within five (5) calendar days after request by County, City must provide County with written verification of liability protection that meets or exceeds any requirements of Florida law. If City holds any excess liability coverage, City must ensure that Broward County is named as an additional insured and certificate holder under such excess liability policy and provide evidence of same to County.

9.3. If City maintains broader coverage or higher limits than the minimum coverage required under Florida law, County shall be entitled to such broader coverage and higher limits on a primary and non-contributory basis.

9.4. The foregoing requirements shall apply to City's self-insurance, if any.

9.5. If City contracts with one or more third parties to perform any of City's obligations set forth herein, City shall require that each third party procure and maintain insurance coverage that adequately covers the third party's exposure based on the services provided by that third party (and any subcontractors retained by the third party). City must ensure that all such third parties name "Broward County, Florida" as an additional insured and certificate holder under the applicable insurance policies. City shall not permit any third party to provide services required by this Agreement until the insurance requirements of the third party under this Section are met. If requested by County, City shall furnish evidence of all insurance required by this Section.

9.6. County reserves the right to periodically review any and all insurance policies required by this Agreement and to reasonably adjust the limits and/or types of coverage required herein, from time to time throughout the term of this Agreement.

#### **SECTION 10. MISCELLANEOUS**

10.1. Independent Contractor. City is an independent contractor under this Agreement. In performing under this Agreement, neither City nor its agents shall act as officers, employees, or

agents of County. City has no power or right to bind County to any obligation not expressly undertaken by County under this Agreement.

10.2. Third Party Beneficiaries. Neither City nor County 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.

10.3. Assignment and Performance. Neither this Agreement nor any right or interest herein may be assigned, transferred, or encumbered by City without the prior written consent of County, which consent may be withheld in County's sole discretion. City represents that each person and entity that will perform services under this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render services. City agrees that all services under this Agreement will be performed in a skillful and respectful manner, and that the quality of all such services will equal or exceed prevailing industry standards for the provision of such services.

10.4. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof. County's failure to enforce any provision of this Agreement will not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement will not be deemed a waiver of any subsequent breach and will not be construed to be a modification of the terms of this Agreement.

10.5. Compliance with Laws. City shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

10.6. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter. It may not be modified or terminated except as provided in this Agreement. If any provision is deemed invalid by a court of competent jurisdiction, it shall be considered severed from this Agreement, and such severance shall not invalidate the remaining provisions.

10.7. Joint Preparation. This Agreement has been jointly prepared by the Parties and will not be construed more strictly against either party.

10.8. Interpretation. The headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement include the other gender, and the singular includes 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 of this Agreement, such reference is to the section as



a whole, including all of the subsections of such section, unless the reference is made to a particular subsection.

10.9. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any Exhibit attached hereto or referenced or incorporated herein and any provision in this Agreement, the provisions contained in this Agreement shall prevail and be given effect.

10.10. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement will be interpreted and construed in accordance with and governed by the laws of the state of Florida. The Parties agree that the exclusive venue for litigation 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 Parties agree that the exclusive venue for 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, CITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

10.11. Amendments. No modification, amendment, or alteration in the terms or conditions contained herein will be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Parties.

10.12. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

10.13. Representation of Authority. Each Individual executing this Agreement on behalf of a party represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

10.14. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which will be deemed to be an original, but all of which, taken together, will constitute one and the same Agreement.

10.15. Nondiscrimination. No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

10.16. Time of the Essence. Time is of the essence for City's performance of all obligations under this Agreement.

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

**COUNTY**

ATTEST:

BROWARD COUNTY, by and through  
its Board of County Commissioners

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

By \_\_\_\_\_  
Mayor/Vice-Mayor  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

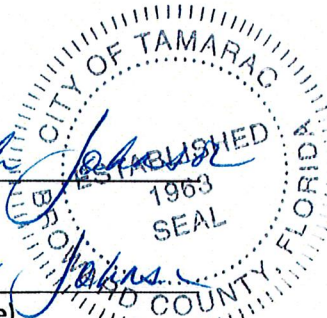
Digitally signed by Israel Fajardo  
Date: 2021.02.22 12:08:11 -05'00'  
By \_\_\_\_\_  
Israel Fajardo (Date)  
Assistant County Attorney

Digitally signed by MICHAEL KERR  
Date: 2021.02.22 12:23:18 -05'00'  
By \_\_\_\_\_  
Michael J. Kerr (Date)  
Deputy County Attorney

REVOCABLE LICENSE AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF  
TAMARAC

CITY OF TAMARAC

ATTEST:

  
*Jennifer Johns*  
Municipal Clerk  
*Jennifer Johns*  
(Print/Type Name)

CITY OF TAMARAC

By *Michelle J. Gonzalez*  
Mayor-Commissioner

*Michelle J. Gonzalez*  
Mayor-Commissioner (Print/Type Name)

10<sup>th</sup> day of February, 2021

(SEAL)

*[Signature]*  
City Manager

*Michael C. Gernech*  
(Print or Type Name)

APPROVED AS TO FORM:

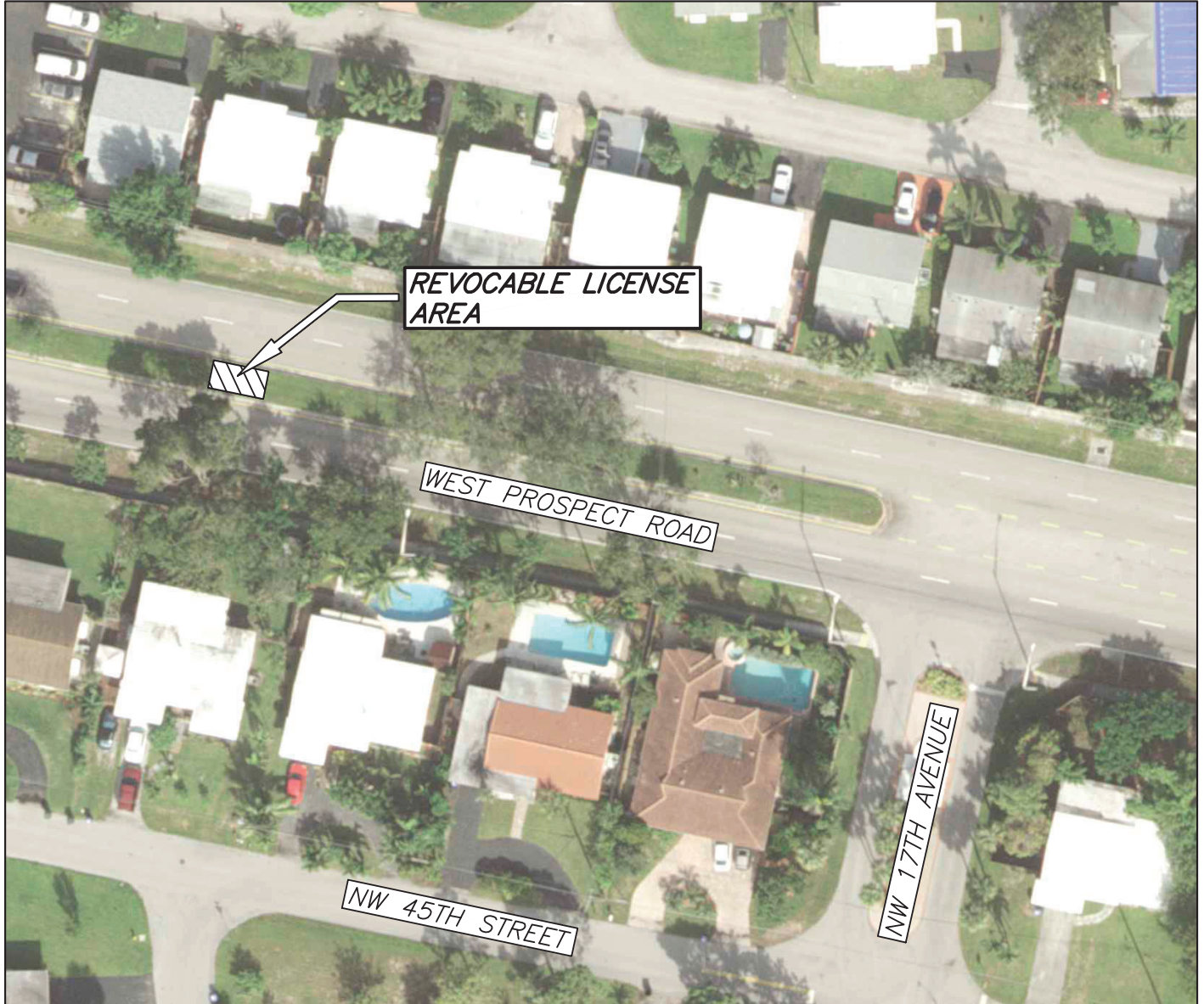
By *[Signature]*  
INTERIM City Attorney

# LOCATION MAP

Revocable License Agreement between Broward County and City of Tamarac  
Broward County Reference No. 181008504



## EXHIBIT A



### LEGEND

 REVOCABLE LICENSE AREA IN THE MEDIAN OF WEST PROSPECT ROAD WEST OF NW 17TH AVENUE

SHEET 1 OF 1

Scale: Not To Scale	Drawn by: JAT	Date: 3-03-21	Checked by: CAD	Date: 3-03-21	File Location: E:\RW\Location Maps\AGREEMENTS\RLA-2018-11.dwg
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EXHIBIT 'A'

**SKETCH AND DESCRIPTION**  
**CITY OF TAMARAC ENTRANCE SIGN**  
**PROSPECT ROAD (A BROWARD COUNTY ROAD)**  
**CITY OF TAMARAC, BROWARD COUNTY, FLORIDA**  
 SECTION 16, TOWNSHIP 49 SOUTH, RANGE 42 EAST  
 SHEET 1 OF 2

**LEGAL DESCRIPTION**

A PARCEL OF LAND BEING A PORTION OF SECTION 16, TOWNSHIP 49 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:


COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 16; THENCE N69°10'05"E A DISTANCE OF 1826.22 FEET TO THE TRUE POINT OF BEGINNING; THENCE N12°20'49"E 10.00 FEET; THENCE S77°39'11"E 20.00 FEET; THENCE S12°20'49"W 10.00 FEET; THENCE N77°39'11"W 20.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE AND BEING WITHIN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, CONTAINING 200 SQUARE FEET, MORE OR LESS.

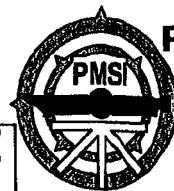
**SURVEYORS' NOTES:**

1. I HEREBY CERTIFY THIS SURVEY MEETS STANDARDS OF PRACTICE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.
2. THE SURVEY MAP AND REPORT AND THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. UNDERGROUND OR OBSCURED IMPROVEMENTS WERE NOT LOCATED.
4. DIMENSIONS ARE RECORD AND FIELD UNLESS OTHERWISE NOTED.
5. STATED DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS.
6. THIS FIRM'S CERTIFICATE OF AUTHORIZATION NUMBER IS LB 8261.
7. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
8. SURVEY SUBJECT TO RESERVATIONS, RESTRICTIONS, EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

BEARINGS AND COORDINATES SHOWN HEREON ARE GRID  
 DATUM= NAD 83, 1990 ADJUSTMENT  
 ZONE= FLORIDA EAST  
 LINEAR UNITS= U.S. SURVEY FOOT  
 COORDINATE SYSTEM= 1983 STATE PLANE TRANSVERSE MERCATOR PROJECTION.

  
 SIGNATURE: *[Handwritten Signature]*  
 DOUG WALKER, FLORIDA  
 PROFESSIONAL SURVEYOR AND MAPPER  
 FLORIDA CERTIFICATE No. 7211

THIS IS NOT A SURVEY

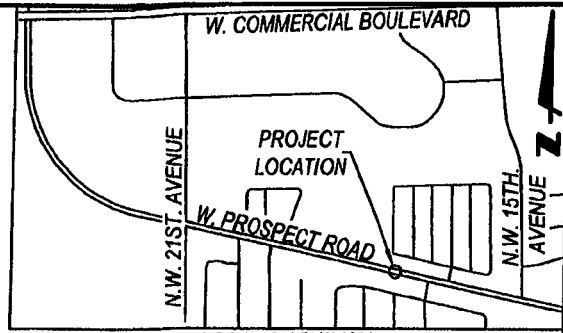


**PRINCIPAL MERIDIAN  
 SURVEYING, Inc.**

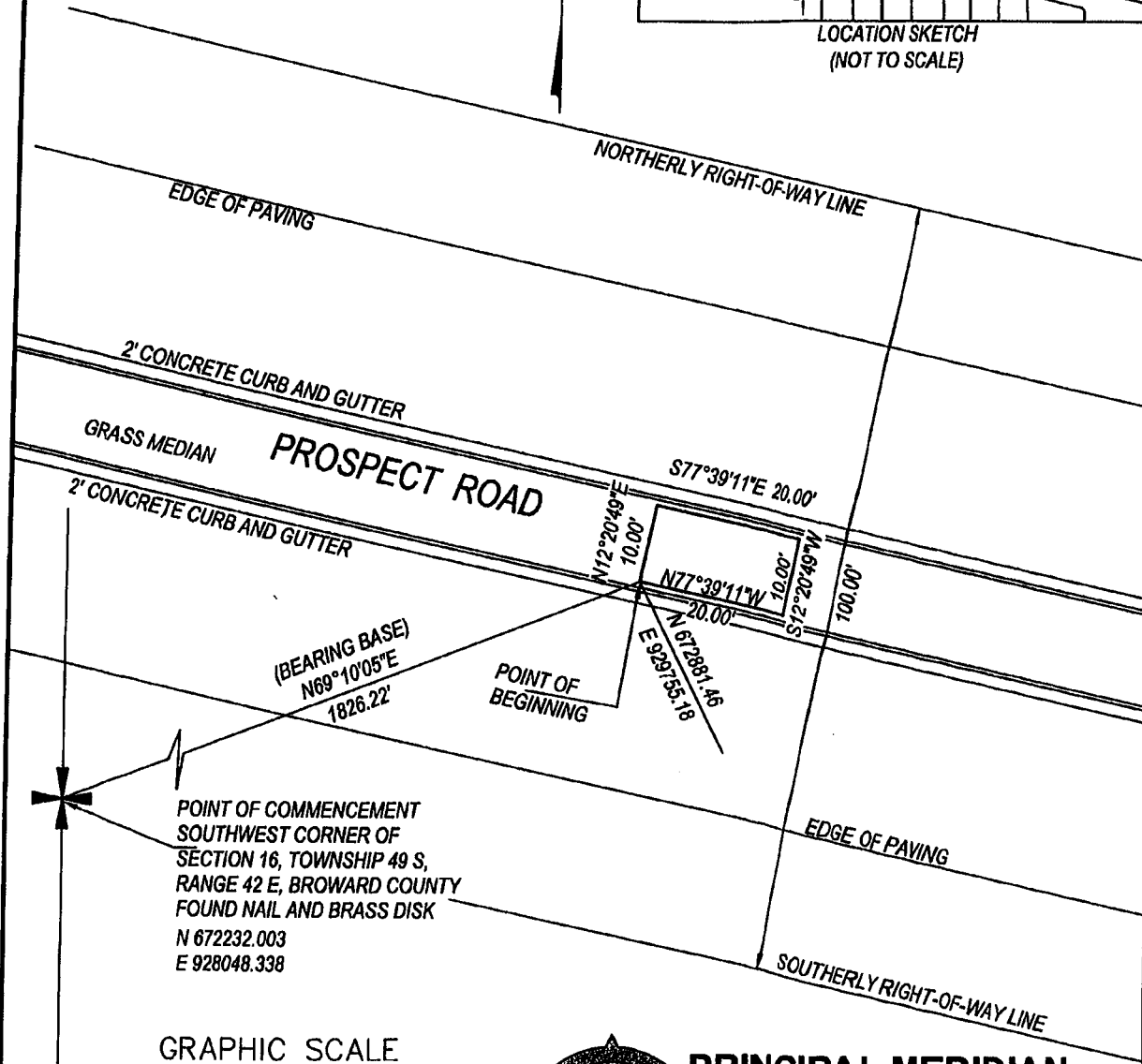
LICENSED BUSINESS No. 8261  
 4548 CAMBRIDGE STREET  
 WEST PALM BEACH, FL 33415  
 OFFICE 561-478-7764

S19100776	COMMENTS		DW	05-29-20
	COMMENTS		DW	01-20-20
	BOUNDARY SURVEY	SP	DW	11-19-19
JOB#	PURPOSE	FIELD	DRAFT	DATE

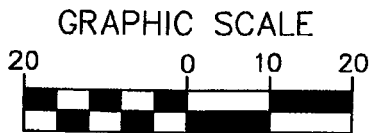
SHEET 2 OF 2



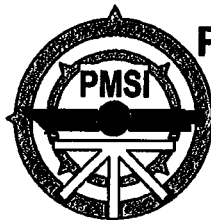
LOCATION SKETCH  
(NOT TO SCALE)



POINT OF COMMENCEMENT  
SOUTHWEST CORNER OF  
SECTION 16, TOWNSHIP 49 S,  
RANGE 42 E, BROWARD COUNTY  
FOUND NAIL AND BRASS DISK  
N 672232.003  
E 928048.338



1 INCH = 20 FT.



**PRINCIPAL MERIDIAN  
SURVEYING, Inc.**

LICENSED BUSINESS No. 8261  
4546 CAMBRIDGE STREET  
WEST PALM BEACH, FL 33415  
OFFICE 561-478-7764

## EXHIBIT B

I. PROJECT DESCRIPTION:

The project consists of installing a municipal gateway entry/monument sign, including electrical, photo-cell operation to illuminate the sign in the Broward County median right-of-way on West Prospect Road, approximately 230 feet west of NW 17th Avenue. The new sign shall display the City's approved design in keeping with the City of Tamarac's Comprehensive Signage Program.

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

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

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

II. LOCATION:

The gateway entry/monument sign will be located in the sodded center median on West Prospect Road, approximately 230 feet west of NW 17th Avenue, within the City of Tamarac's city limits. Please refer to attached Exhibit "A" for Location Map and Sketch & Legal Description.

III. PLACEMENT:

The city gateway entry/monument sign will be installed in the center of the 12'-5" wide median, at a minimum clearance distance of 4'-0" from edge of sign to existing "F" curb. The sign will be approximately 4'-2" wide x 6'-0" tall, with multi-directional break-away post (5" outside diameter round) base assembly (Schedule 40 Aluminum) in accordance with FDOT standards. The sign will be double-sided, stating "Welcome to Tamarac" on the front and "Thank you for Visiting the City of Tamarac" on the rear. It shall include electrical work for internal illumination.

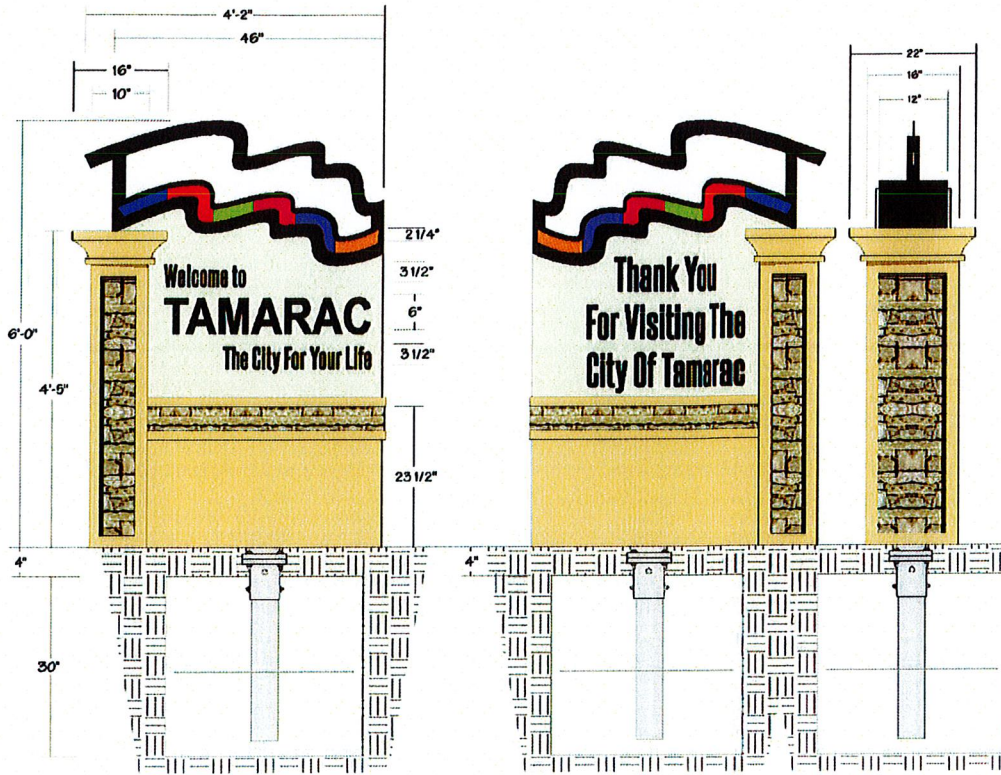
IV. MAINTENANCE:

The City of Tamarac will be responsible for the maintenance of the city's gateway entry/monument sign in accordance with the Revocable License Agreement.

V. CONSTRUCTION SCHEDULE:

The construction of the sign will commence upon receipt of Broward County Highway Construction and Engineering Division permit (Project Reference Number 181008504). City of Tamarac has contracted with Baron Sign Manufacturing to perform the installation of its gateway entry/monument sign. A City of Tamarac inspector will conduct all inspections, in accordance with City's permitting requirements. Accordingly, notification shall be provided to Broward County prior to each inspection as an invitation for inspection on the project.

A full-sized set of plans are on file with the Broward County Highway Construction and Engineering Division under Project Reference No. 181008504.





## EXHIBIT C

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

#### **General Requirements**

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

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

#### **Irrigation**

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

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

### **Pavers**

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

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

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

### **Pedestrian Lighting**

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

### **Vegetation**

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

### **Mulch**

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

### **Tree and Palm**

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

#### **Tree Fertilization**

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

EXHIBIT D  
INSURANCE REQUIREMENTS

Project: **Revocable License Agreement with the City of Tamarac for Installation of Entranceway Sign on Prospect Road**  
Agency: **Highway Construction and Engineering Division**

TYPE OF INSURANCE	ADDD INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
<b>GENERAL LIABILITY - Broad form</b> <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 <b>Per Occurrence or Claims-Made:</b> <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <b>Gen'l Aggregate Limit Applies per:</b> <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$1,000,000	\$2,000,000
			Personal Injury		
			Products & Completed Operations		
<b>AUTO LIABILITY</b> <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	\$500,000	
<input type="checkbox"/> <b>EXCESS LIABILITY / UMBRELLA</b> <b>Per Occurrence or Claims-Made:</b> <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			
<input checked="" type="checkbox"/> <b>WORKER'S COMPENSATION</b> <i>Note: U.S. Longshoremen &amp; Harbor Workers' Act &amp; 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"/> <b>EMPLOYER'S LIABILITY</b>			Each Accident	\$500,000	
<input type="checkbox"/> <b>POLLUTION / ENVIRONMENTAL LIABILITY</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	If claims-made form:		
			Extended Reporting Period of:	2 Years	
			*Maximum Deductible:	\$25,000	
<input type="checkbox"/> <b>PROFESSIONAL LIABILITY (ERRORS &amp; OMISSIONS)</b> * All engineering, surveying and design professionals.	N/A	<input checked="" type="checkbox"/>	If claims-made form:		
			Extended Reporting Period of:		
			*Maximum Deductible:		
<input type="checkbox"/> Installation floater is required if Builder's Risk or Property are not carried. <i>Note: Coverage must be "All Risk", Completed Value.</i>			*Maximum Deductible (Wind and/or Flood):	Not to exceed 5% of completed value	Completed Value
			*Maximum Deductible:	\$10 k	

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

**CERTIFICATE HOLDER:**

Broward County  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301

*Colleen A. Pounall*  
COLLEEN A. POUNALL  
dc=city, dc=broward, dc=bc,  
ou=Organization, ou=BCC,  
ou=RM, ou=Users,  
cn=COLLEEN A. POUNALL  
2019.02.12 12:37:59 -05'00'

Risk Management Division