

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

This Revocable License Agreement ("Agreement") between Broward County, a political subdivision of the State of Florida ("County"), and the City of Tamarac, a municipal corporation organized and existing under the laws of the State of Florida ("City") (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 Prospect Road (the "Revocable License Area");
- B. The County owns and controls the Revocable License Area and 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 200923004.
- 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 Section 25.1, 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 sixty (60) 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 sixty (60) 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 sixty (60) 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 repair any damage to the Revocable License Area resulting from the removal of any Improvements, materials, and equipment. If City fails to comply with 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 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:

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

FOR CITY:

Kathleen Gunn, City Manager
City of Tamarac
7525 NW 88th Avenue
Tamarac, FL 33321
Email: Kathleen.Gunn@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 of this Agreement. 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.

(The remainder of this page is intentionally left blank.)

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 Tamarac, signing by and through its _____ Mayor _____, 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

By **Al A DiCalvo** Digitally signed by Al A DiCalvo
Date: 2022.02.22 17:10:09
-05'00'

Al A DiCalvo (Date)
Senior Assistant County Attorney

By **Michael J. Kerr** Digitally signed by Michael J. Kerr
Date: 2022.02.22 17:31:53 -05'00'

Michael J. Kerr (Date)
Deputy County Attorney

AAD
Tamarac Two-Party RLA (ProspectRd-BufferWall)_v7Final-2021-1215
12/15/21

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

City

ATTEST:

CITY OF TAMARAC

Jennifer Johnson
City Clerk

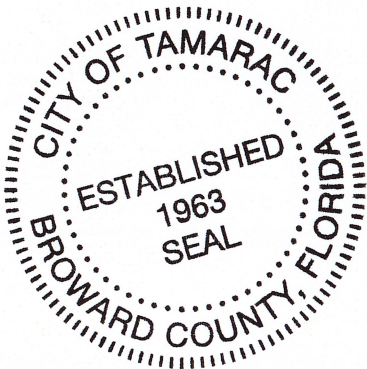
By *Michelle J. Gonzalez*
Mayor-Commissioner

Jennifer Johnson
(Print or Type Name)

NICHELLE J GONZALEZ
(Print or Type Name)

(SEAL)

27 day of January, 2022



KG

Kathleen Goun
City Manager

KATHLEEN GOUN
(Print or Type Name)

APPROVED AS TO LEGAL FORM:

By *[Signature]*
City Attorney

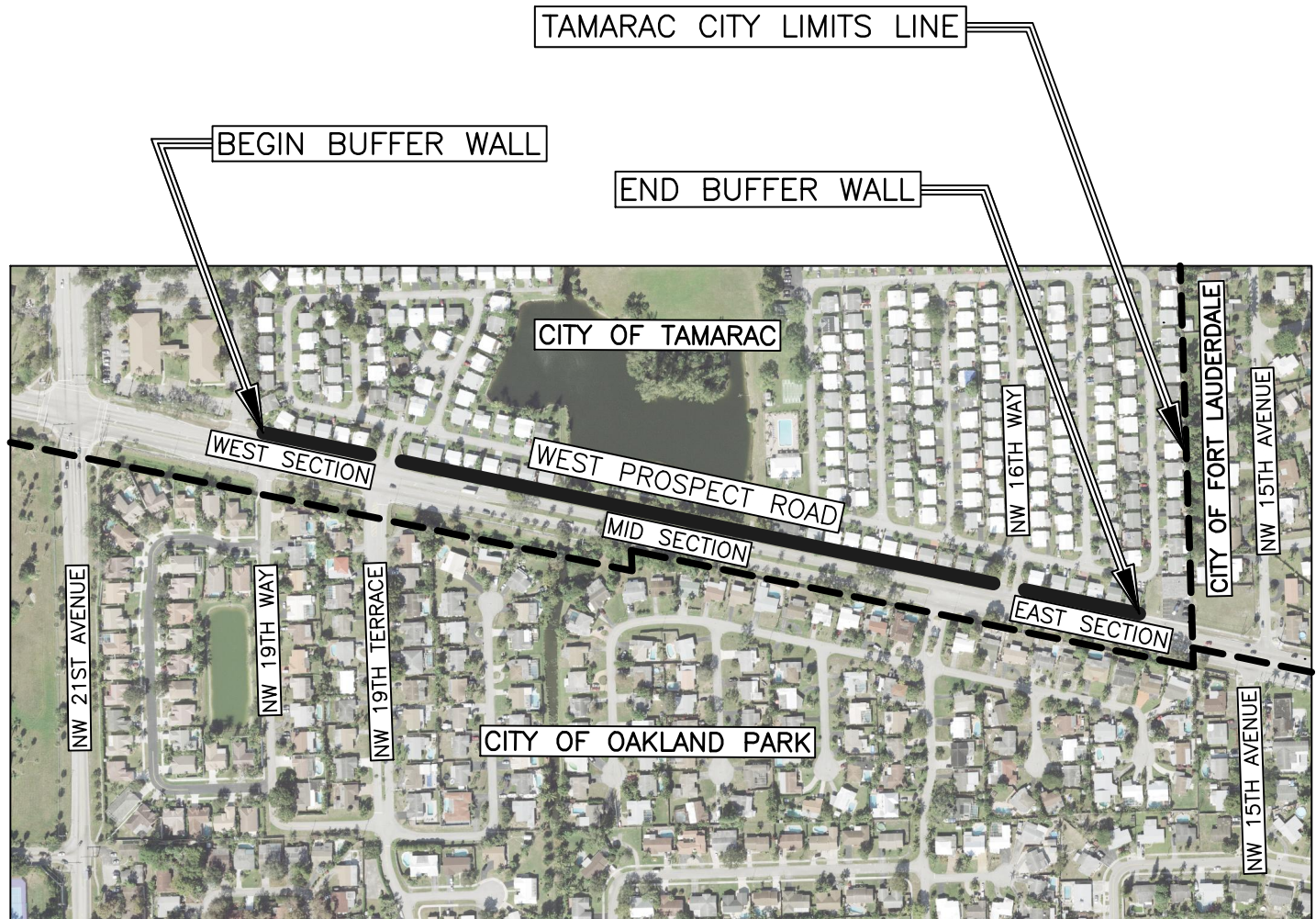
REVOCABLE LICENSE AREA

For: Revocable License Agreement between Broward County and the City of Tamarac

Broward County Reference No. 200923004



EXHIBIT A



REVOCABLE LICENSE AGREEMENT ALONG THE NORTH SIDE OF WEST PROSPECT ROAD, BEGINNING APPROXIMATELY 415 FEET EAST OF THE EAST RIGHT OF WAY LINE OF NW 21ST AVENUE, AND ENDING APPROXIMATELY 123 FEET WEST OF THE TAMARAC CITY LIMITS LINE, ALL IN THE CITY OF TAMARAC.

LEGEND

- BUFFER WALL
- CITY LIMITS

SHEET 1 OF 1

Scale:	Drawn by:	Date:	Checked by:	Date:	File Location:
Not To Scale	JSH	10/22/21	CAD	10/22/21	E:\RW\Location Maps\AGREEMENTS\RLA-2020-08.dwg

**EXHIBIT A
SKETCH & DESCRIPTION
2.5' BUFFER WALL REVOCABLE LICENSE AREA - WEST SECTION**

DESCRIPTION:

A 2.50 FEET WIDE STRIP OF LAND LYING WITHIN THE RIGHT-OF-WAY OF PROSPECT ROAD, SECTION 16, TOWNSHIP 49 SOUTH, RANGE 42 EAST, AND LYING WITHIN THE RIGHT-OF-WAY OF NORTHWEST 19TH TERRACE, TAMARAC LAKES SECOND SECTION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 59, PAGE 46, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 10, OF THE AFORESAID PLAT OF TAMARAC LAKES SECOND SECTION; THENCE NORTH 38°13'23" EAST ALONG THE EAST LINE OF SAID LOT 1 AND THE WEST RIGHT-OF-WAY LINE OF NORTHWEST 19TH TERRACE, A DISTANCE OF 21.54 FEET; THENCE SOUTH 51°46'37" EAST, A DISTANCE OF 2.50 FEET TO A POINT ON A LINE LYING AND BEING 2.50 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 1 AND THE WEST RIGHT-OF-WAY LINE OF NORTHWEST 19TH TERRACE; THENCE SOUTH 38°13'23" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 23.08 FEET TO A POINT ON A LINE LYING AND BEING 2.50 FEET SOUTH OF AND PARALLEL WITH THE NORTH RIGHT-OF-WAY LINE OF PROSPECT ROAD; THENCE NORTH 78°20'31" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 273.08 FEET; THENCE NORTH 11°35'11" EAST, A DISTANCE OF 2.50 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF PROSPECT ROAD; THENCE SOUTH 78°20'31" EAST ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 271.54 FEET TO THE POINT OF BEGINNING, WITH A PORTION OF THE LAST CALL BEING ALONG THE SOUTH LINE OF THE AFORESAID BLOCK 10.

SAID LANDS SITUATE LYING AND BEING IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, CONTAINING 736 SQUARE FEET, MORE OR LESS.

NOTES:

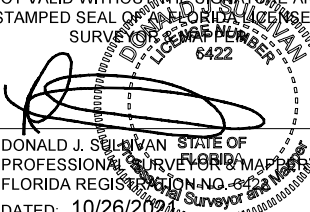
1. THIS IS NOT A MAP OF BOUNDARY SURVEY, BUT IS A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON.
2. NO MONUMENTATION WAS SET DURING THE PREPARATION OF THIS INSTRUMENT.
3. THE UNDERSIGNED & DJS SURVEYORS, INC., MAKE NO REPRESENTATIONS OR GUARANTEES AS TO THE INFORMATION REFLECTED HEREON PERTAINING TO EASEMENTS, RIGHTS-OF-WAY, SETBACK LINES, AGREEMENTS AND OTHER MATTERS, AND FURTHER, THIS INSTRUMENT IS NOT INTENDED TO REFLECT OR SET FORTH SUCH MATTERS. SUCH INFORMATION SHOULD BE OBTAINED AND CONFIRMED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY AND/OR EASEMENTS RECORD.
4. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH RIGHT-OF-WAY LINE OF PROSPECT ROAD HAVING AN ASSUMED BEARING OF S 78°20'31" E.
5. THIS SKETCH AND DESCRIPTION CONSISTS OF TWO (2) SHEETS AND IS NOT COMPLETE WITHOUT ALL SHEETS.
6. THE SKETCH AND DESCRIPTION IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND SEAL OF THE CERTIFYING SURVEYOR.

ADDRESS COMMENTS	10/26/21	RM	DS	
REVISIONS	DATE	BY	CHKD	F.B./PG.



DJS SURVEYORS, INC.
PROFESSIONAL SURVEYORS AND MAPPERS
20283 STATE ROAD 7, SUITE 200
BOCA RATON, FL 33498
PH. 561.883.0470, FX. 561.883.0480
CERTIFICATE OF AUTHORIZATION NO. LB 7870
www.djssurveyors.com

NOT VALID WITHOUT THE SIGNATURE AND STAMPED SEAL OF THE SURVEYOR AS REQUIRED BY FLORIDA STATUTE 471.08(1)

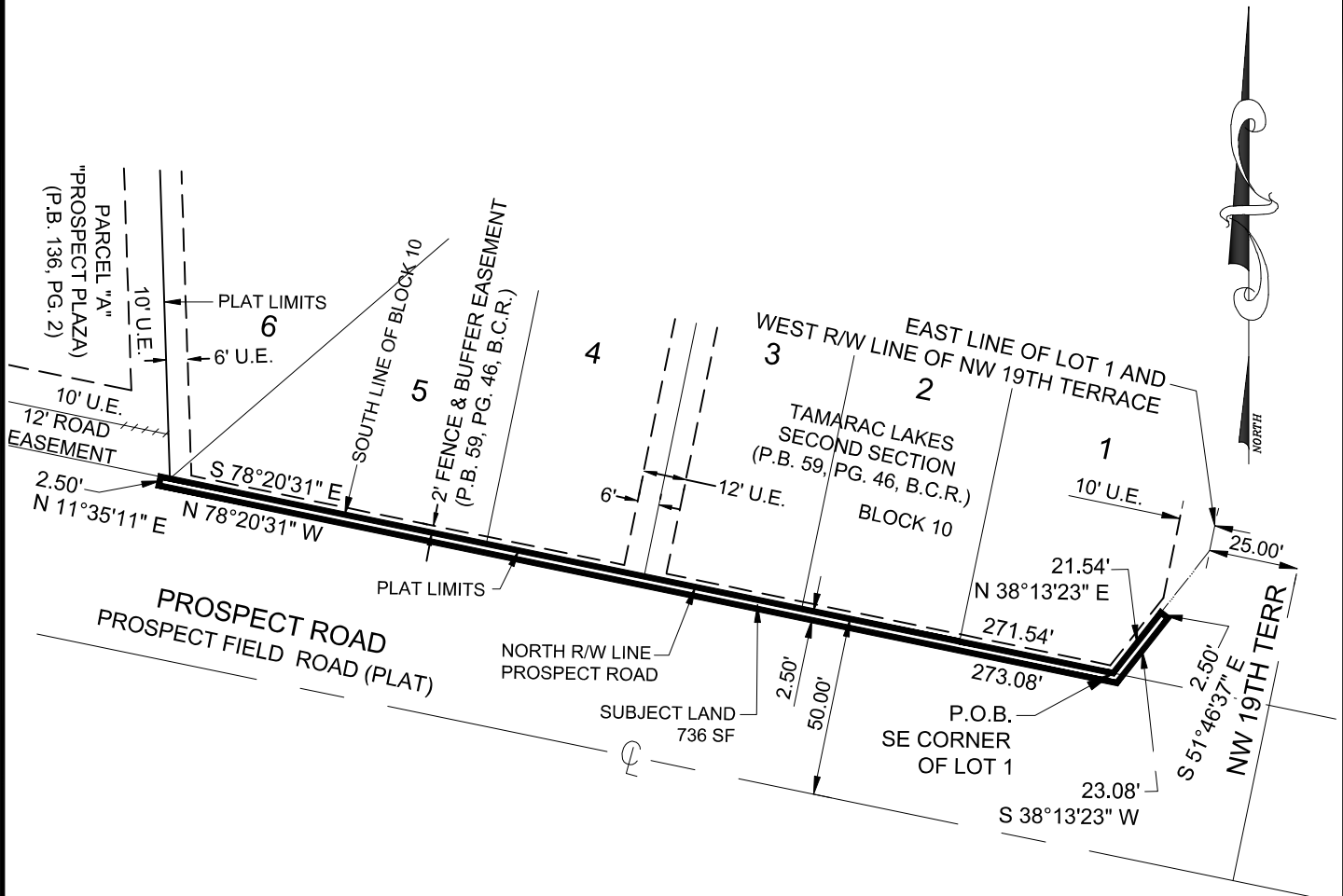


DONALD J. SULLIVAN STATE OF FLORIDA
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 6422
DATED: 10/26/2021

JOB No: **21-905 WEST**

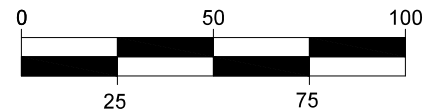
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DRAWN BY: RM	
CKD. BY: D.J.S.	
SCALE: N/A	

EXHIBIT A SKETCH & DESCRIPTION 2.5' BUFFER WALL REVOCABLE LICENSE AREA - WEST SECTION



LEGEND:

- B. C. R. BROWARD COUNTY RECORDS
- P. B. PLAT BOOK
- PG. PAGE
- CENTERLINE
- R/W RIGHT-OF-WAY
- P. O. B. POINT OF BEGINNING
- U. E. UTILITY EASEMENT
- S. L. E. STREET LIGHT EASEMENT



SCALE: 1"=50'

REVISIONS	DATE	BY	CHKD	F.B./PG.



DJS SURVEYORS, INC.
 PROFESSIONAL SURVEYORS AND MAPPERS
 20283 STATE ROAD 7, SUITE 200
 BOCA RATON, FL 33498
 PH. 561.883.0470, FX. 561.883.0480
 CERTIFICATE OF AUTHORIZATION NO. LB 7870
 www.djssurveyors.com

JOB No: **21-905 WEST**

FB/PG: 00/00

DRAWN BY: RM

CKD. BY: D.J.S.

SCALE: 1" = 50'

SHEET No:
WEST
2/2

**EXHIBIT A
SKETCH & DESCRIPTION**

2.5' BUFFER WALL REVOCABLE LICENSE AREA - MID SECTION

DESCRIPTION:

A 2.50 FEET WIDE STRIP OF LAND LYING WITHIN THE RIGHT-OF-WAY OF PROSPECT ROAD, SECTION 16, TOWNSHIP 49 SOUTH, RANGE 42 EAST, LYING WITHIN THE RIGHT-OF-WAY OF NORTHWEST 16TH WAY, TAMARAC LAKES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 58, PAGE 40, AND LYING WITHIN THE RIGHT-OF-WAY OF NORTHWEST 19TH TERRACE, TAMARAC LAKES SECOND SECTION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 59, PAGE 46, ALL OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

BEGINNING AT THE SOUTHWEST CORNER OF LOT 8, BLOCK 9 OF THE AFORESAID PLAT OF TAMARAC LAKES SECOND SECTION; THENCE SOUTH 78°20'31" EAST ALONG THE NORTH RIGHT-OF-WAY LINE OF PROSPECT ROAD, A DISTANCE OF 1,414.16 FEET TO THE SOUTHEAST CORNER OF LOT 1, BLOCK 7 OF THE AFORESAID PLAT OF TAMARAC LAKES WITH A PORTION OF THE LAST CALL BEING ALONG THE SOUTH LINE OF THE AFORESAID BLOCKS 7 AND 9; THENCE NORTH 38°13'23" EAST ALONG THE EAST LINE OF SAID LOT 1 AND THE WEST RIGHT-OF-WAY LINE OF NORTHWEST 16TH WAY, A DISTANCE OF 22.00 FEET; THENCE SOUTH 50°48'05" EAST, A DISTANCE OF 2.50 FEET TO A POINT ON A LINE LYING AND BEING 2.50 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 1 AND THE WEST RIGHT-OF-WAY LINE OF NORTHWEST 16TH WAY; THENCE SOUTH 38°13'23" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 23.50 FEET TO A POINT ON A LINE LYING AND BEING 2.50 SOUTH OF AND PARALLEL WITH THE NORTH RIGHT-OF-WAY LINE OF PROSPECT ROAD; THENCE NORTH 78°20'31" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 1,417.25 FEET TO A POINT ON A LINE LYING AND BEING 2.50 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF THE AFORESAID LOT 8, BLOCK 9 AND THE EAST RIGHT-OF-WAY LINE OF NORTHWEST 19TH TERRACE; THENCE NORTH 14°54'25" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 23.08 FEET; THENCE NORTH 75°05'35" EAST, A DISTANCE OF 2.50 FEET TO A POINT ON THE WEST LINE OF SAID LOT 8 AND THE EAST RIGHT-OF-WAY LINE OF NORTHWEST 19TH TERRACE; THENCE SOUTH 14°54'25" EAST ALONG SAID WEST LINE, A DISTANCE OF 21.54 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE LYING AND BEING IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, CONTAINING 3,652 SQUARE FEET MORE OR LESS

NOTES:


1. THIS IS NOT A MAP OF BOUNDARY SURVEY, BUT IS A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON.
2. NO MONUMENTATION WAS SET DURING THE PREPARATION OF THIS INSTRUMENT.
3. THE UNDERSIGNED & DJS SURVEYORS, INC., MAKE NO REPRESENTATIONS OR GUARANTEES AS TO THE INFORMATION REFLECTED HEREON PERTAINING TO EASEMENTS, RIGHTS-OF-WAY, SETBACK LINES, AGREEMENTS AND OTHER MATTERS, AND FURTHER, THIS INSTRUMENT IS NOT INTENDED TO REFLECT OR SET FORTH SUCH MATTERS. SUCH INFORMATION SHOULD BE OBTAINED AND CONFIRMED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY AND/OR EASEMENTS RECORD.
4. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH RIGHT-OF-WAY LINE OF PROSPECT ROAD HAVING AN ASSUMED BEARING OF S 78°20'31" E.
5. THIS SKETCH AND DESCRIPTION CONSISTS OF SIX (6) SHEETS AND IS NOT COMPLETE WITHOUT ALL SHEETS.
6. THE SKETCH AND DESCRIPTION IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND SEAL OF THE CERTIFYING SURVEYOR.

ADDRESS COMMENTS	10/26/21	RM	DS	
REVISIONS	DATE	BY	CHKD	F.B./PG.



DJS SURVEYORS, INC.
PROFESSIONAL SURVEYORS AND MAPPERS
20283 STATE ROAD 7, SUITE 200
BOCA RATON, FL 33498
PH. 561.883.0470, FX. 561.883.0480
CERTIFICATE OF AUTHORIZATION NO. LB 7870
www.djssurveyors.com

NOT VALID WITHOUT THE SIGNATURE AND STAMPED SEAL OF THE CERTIFYING SURVEYOR

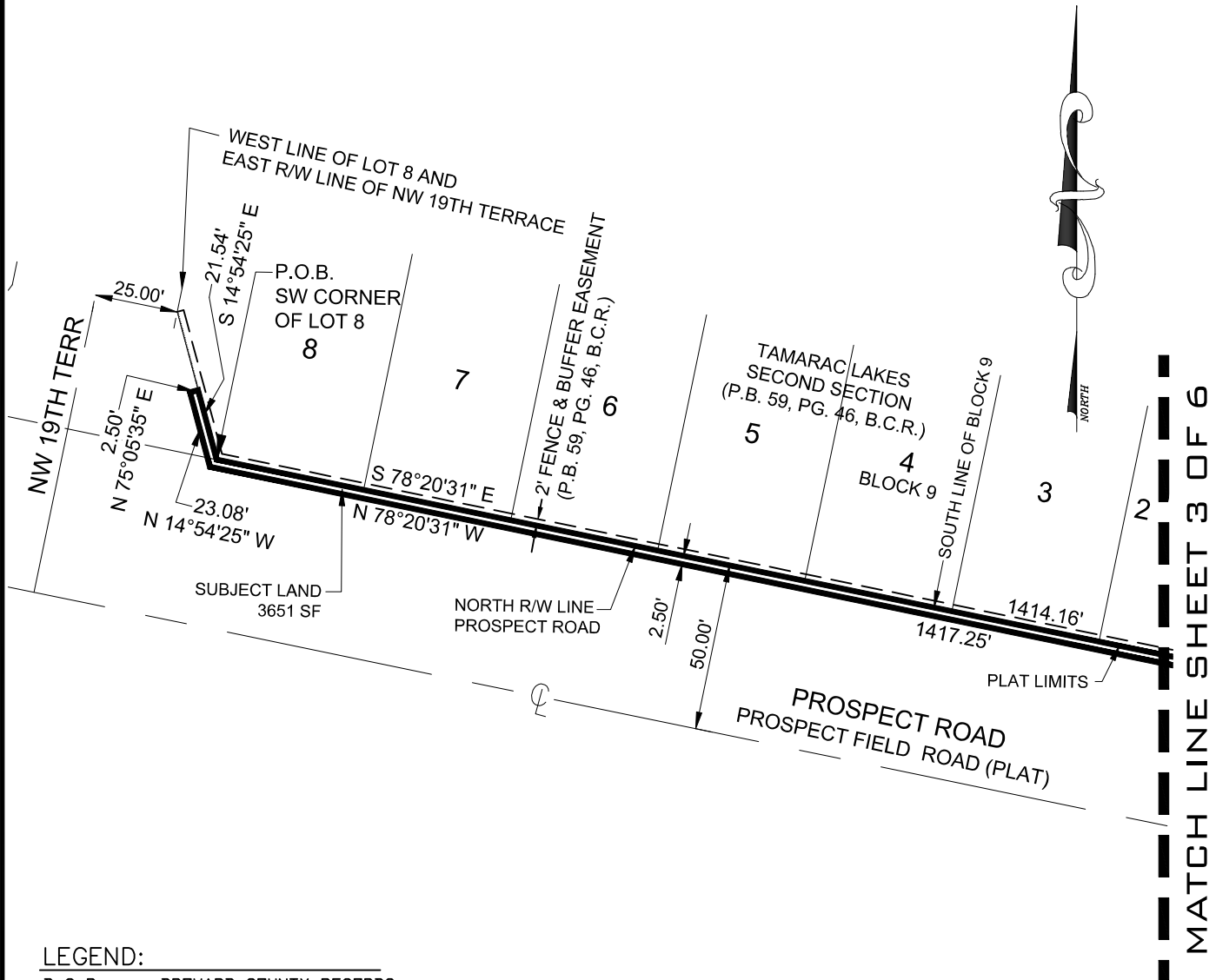


DONALD J. SULLIVAN STATE OF FLORIDA REGISTERED PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 6422
DATED: 10/26/2021

JOB No: **21-905 MID**

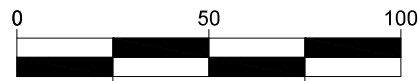
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DRAWN BY: RM	
CKD. BY: D.J.S.	
SCALE: N/A	

EXHIBIT A SKETCH & DESCRIPTION 2.5' BUFFER WALL REVOCABLE LICENSE AREA - MID SECTION



LEGEND:

- B. C. R. BROWARD COUNTY RECORDS
- P. B. PLAT BOOK
- PG. PAGE
- ⊙ CENTERLINE
- R/W RIGHT-OF-WAY
- P. O. B. POINT OF BEGINNING
- U. E. UTILITY EASEMENT
- S. L. E. STREET LIGHT EASEMENT



SCALE: 1"=50'

ADDRESS COMMENTS	10/26/21	RM	DS	
REVISIONS	DATE	BY	CHKD	F.B./PG.

DJS SURVEYORS, INC.

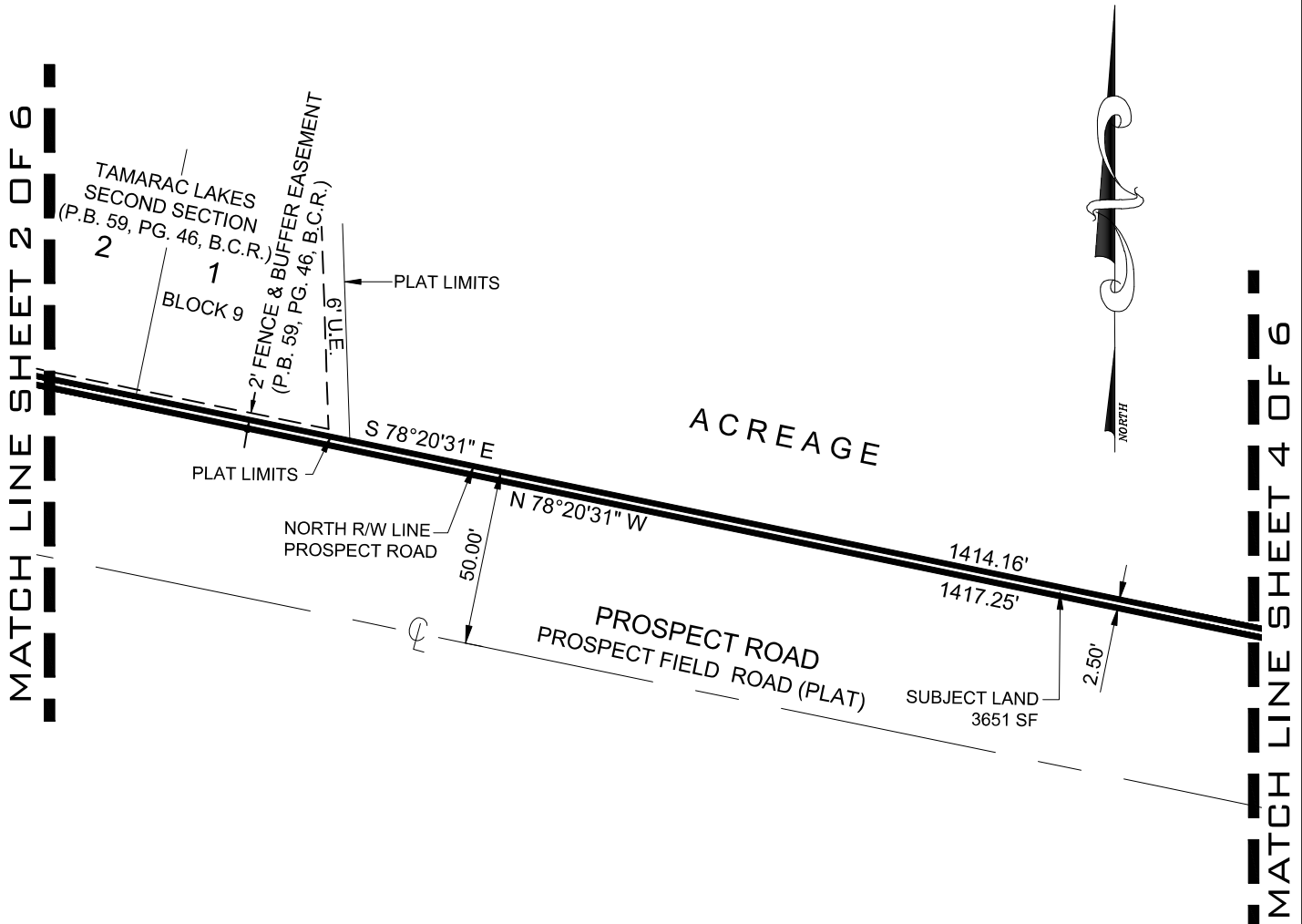
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JOB No: **21-905 MID**

FB/PG: 00/00
DRAWN BY: RM
CKD. BY: D.J.S.
SCALE: 1" = 50'

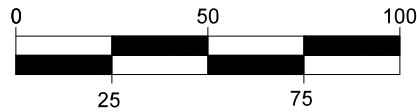
SHEET No:
MID
2/6

EXHIBIT A
SKETCH & DESCRIPTION
2.5' BUFFER WALL REVOCABLE LICENSE AREA - MID SECTION



LEGEND:

- B. C. R. BROWARD COUNTY RECORDS
- P. B. PLAT BOOK
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SCALE: 1"=50'

ADDRESS COMMENTS	10/26/21	RM	DS	
REVISIONS	DATE	BY	CHKD	F.B./PG.



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JOB No: 21-905 MID

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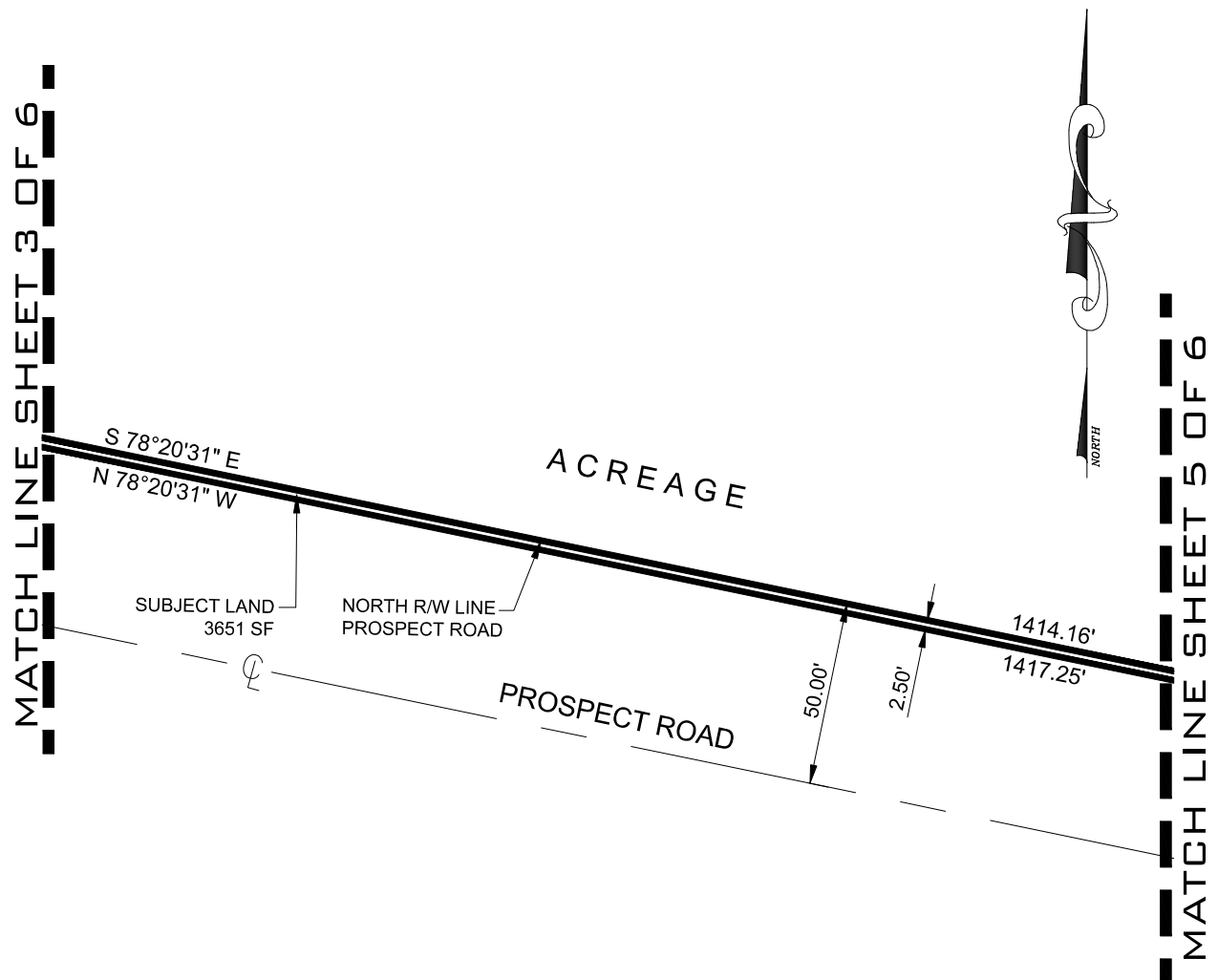
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CKD. BY: D.J.S.

SCALE: 1" = 50'

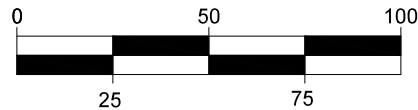
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MID
3/6

EXHIBIT A
SKETCH & DESCRIPTION
2.5' BUFFER WALL REVOCABLE LICENSE AREA - MID SECTION



LEGEND:

- B. C. R. BROWARD COUNTY RECORDS
- P. B. PLAT BOOK
- PG. PAGE
- ⊙ CENTERLINE
- R/W RIGHT-OF-WAY
- P. D. B. POINT OF BEGINNING
- U. E. UTILITY EASEMENT
- S. L. E. STREET LIGHT EASEMENT



SCALE: 1"=50'

ADDRESS COMMENTS	10/26/21	RM	DS	
REVISIONS	DATE	BY	CHKD	F.B./PG.



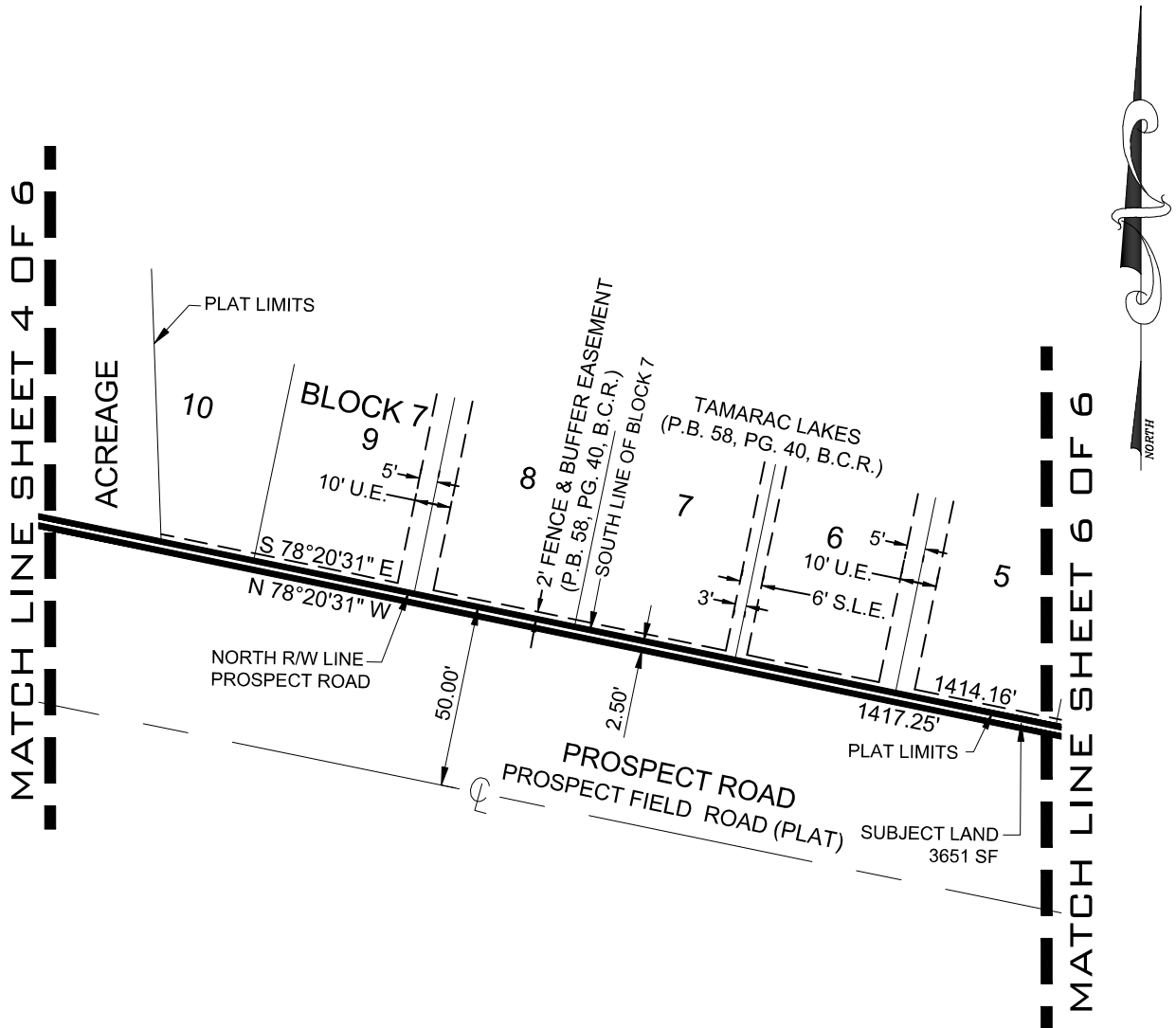
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JOB No: **21-905 MID**

FB/PG: 00/00
DRAWN BY: RM
CKD. BY: D.J.S.
SCALE: 1" = 50'

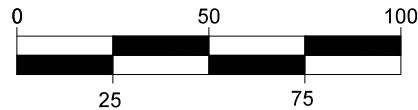
SHEET No:
MID
4/6

EXHIBIT A
SKETCH & DESCRIPTION
2.5' BUFFER WALL REVOCABLE LICENSE AREA - MID SECTION



LEGEND:

- B. C. R. BROWARD COUNTY RECORDS
- P. B. PLAT BOOK
- PG. PAGE
- ⊕ CENTERLINE
- R/W RIGHT-OF-WAY
- P. D. B. POINT OF BEGINNING
- U. E. UTILITY EASEMENT
- S. L. E. STREET LIGHT EASEMENT



SCALE: 1"=50'

ADDRESS COMMENTS	10/26/21	RM	DS	
REVISIONS	DATE	BY	CHKD	F.B./PG.



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JOB No: **21-905 MID**

FB/PG: 00/00

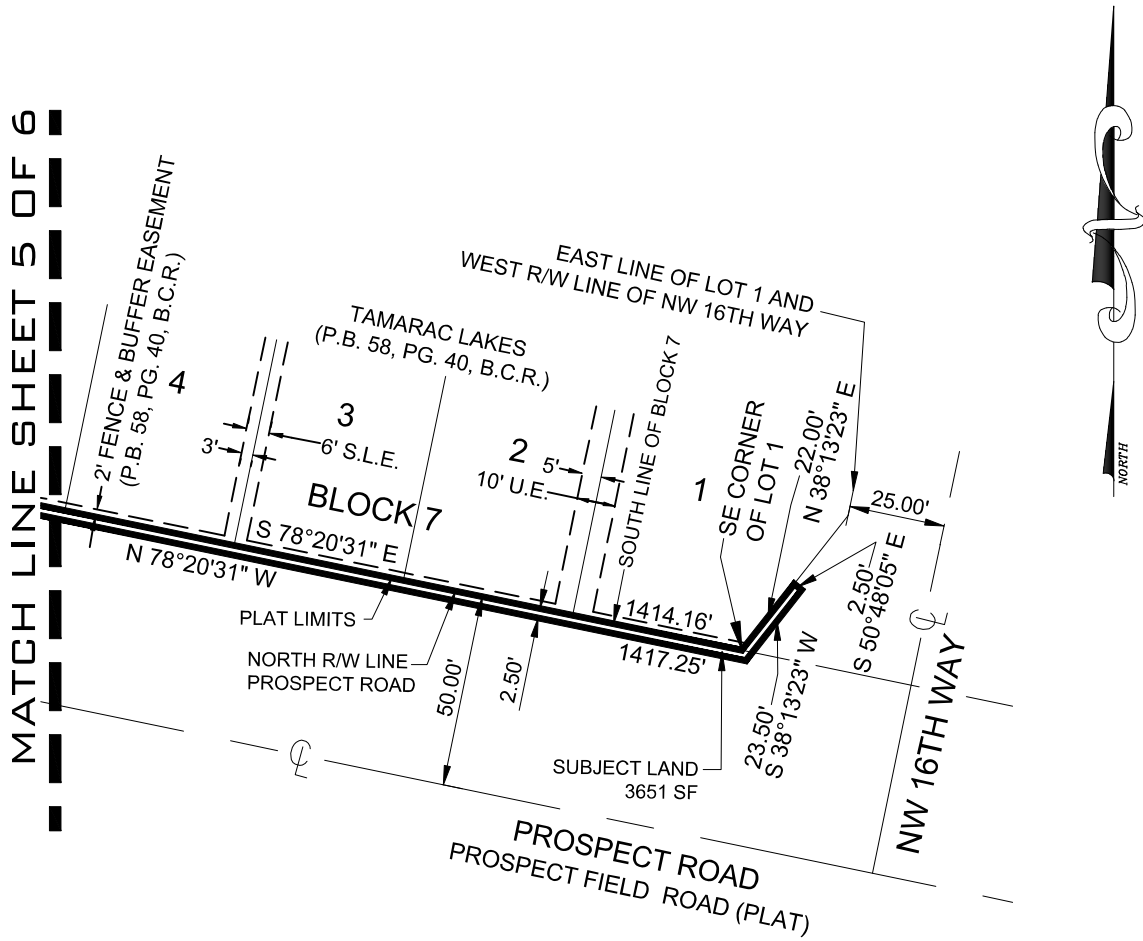
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CKD. BY: D.J.S.

SCALE: 1" = 50'

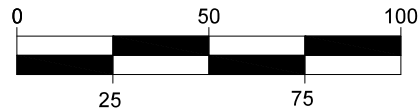
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MID
5/6

EXHIBIT A
SKETCH & DESCRIPTION
2.5' BUFFER WALL REVOCABLE LICENSE AREA - MID SECTION



LEGEND:

- B. C. R. BROWARD COUNTY RECORDS
- P. B. PLAT BOOK
- PG. PAGE
- ⊙ CENTERLINE
- R/W RIGHT-OF-WAY
- P. O. B. POINT OF BEGINNING
- U. E. UTILITY EASEMENT
- S. L. E. STREET LIGHT EASEMENT



SCALE: 1"=50'

ADDRESS COMMENTS	10/26/21	RM	DS	
REVISIONS	DATE	BY	CHKD	F.B./PG.



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JOB No: 21-905 MID	
FB/PG: 00/00	SHEET No: MID 6/6
DRAWN BY: RM	
CKD. BY: D.J.S.	
SCALE: 1" = 50'	

EXHIBIT A SKETCH & DESCRIPTION 2.5' BUFFER WALL REVOCABLE LICENSE AREA - EAST SECTION

DESCRIPTION:

A 2.50 FEET WIDE STRIP OF LAND LYING WITHIN THE RIGHT-OF-WAY OF PROSPECT ROAD, SECTION 16, TOWNSHIP 49 SOUTH, RANGE 42 EAST AND LYING WITHIN THE RIGHT-OF-WAY OF NORTHWEST 16TH WAY, TAMARAC LAKES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 58, PAGE 40, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

BEGINNING AT THE SOUTHWEST CORNER OF LOT 3, BLOCK 1, OF THE AFORESAID PLAT OF TAMARAC LAKES; THENCE SOUTH 78°20'31" EAST ALONG THE NORTH RIGHT-OF-WAY LINE OF PROSPECT ROAD, A DISTANCE OF 271.53 FEET, WITH THE LAST CALL BEING ALONG THE SOUTH LINE OF THE AFORESAID BLOCK 1 AND THE SOUTH LINE OF TRACT "A" OF SAID PLAT; THENCE SOUTH 11°39'29" WEST, A DISTANCE OF 2.50 FEET TO A POINT ON A LINE LYING AND BEING 2.50 FEET SOUTH OF AND PARALLEL WITH THE NORTH RIGHT-OF-WAY LINE OF PROSPECT ROAD; THENCE NORTH 78°20'31" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 273.07 FEET TO A POINT ON A LINE LYING AND BEING 2.50 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF THE AFORESAID LOT 3 AND THE EAST RIGHT-OF-WAY LINE OF NORTHWEST 16TH WAY; THENCE NORTH 14°54'25" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 23.07 FEET; THENCE NORTH 74°42'02" EAST, A DISTANCE OF 2.50 FEET TO A POINT ON THE WEST LINE OF SAID LOT 3 AND THE EAST RIGHT-OF-WAY LINE OF NORTHWEST 16TH WAY; THENCE SOUTH 14°54'25" EAST ALONG SAID LINE, A DISTANCE OF 21.54 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE LYING AND BEING IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, CONTAINING 737 SQUARE FEET MORE OR LESS.

NOTES:

1. THIS IS NOT A MAP OF BOUNDARY SURVEY, BUT IS A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON.
2. NO MONUMENTATION WAS SET DURING THE PREPARATION OF THIS INSTRUMENT.
3. THE UNDERSIGNED & DJS SURVEYORS, INC., MAKE NO REPRESENTATIONS OR GUARANTEES AS TO THE INFORMATION REFLECTED HEREON PERTAINING TO EASEMENTS, RIGHTS-OF-WAY, SETBACK LINES, AGREEMENTS AND OTHER MATTERS, AND FURTHER, THIS INSTRUMENT IS NOT INTENDED TO REFLECT OR SET FORTH SUCH MATTERS. SUCH INFORMATION SHOULD BE OBTAINED AND CONFIRMED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY AND/OR EASEMENTS RECORD.
4. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH RIGHT-OF-WAY LINE OF PROSPECT ROAD HAVING AN ASSUMED BEARING OF S 78°20'31" E.
5. THIS SKETCH AND DESCRIPTION CONSISTS OF TWO (2) SHEETS AND IS NOT COMPLETE WITHOUT ALL SHEETS.
6. THE SKETCH AND DESCRIPTION IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND SEAL OF THE CERTIFYING SURVEYOR.

ADDRESS COMMENTS	10/26/21	RM	DS	
REVISIONS	DATE	BY	CHKD	F.B./PG.



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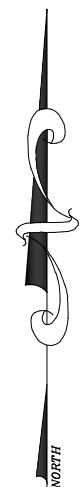
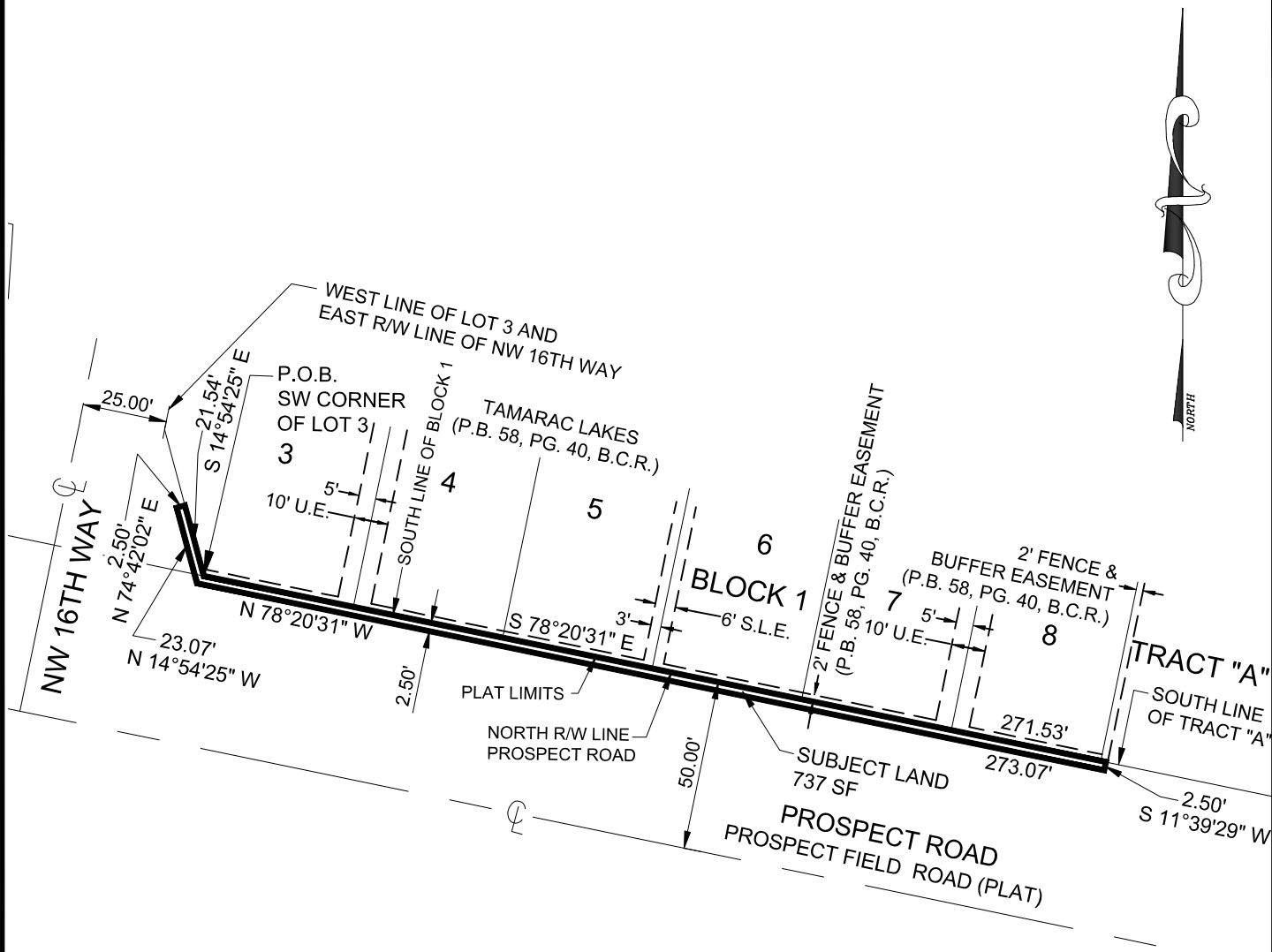
NOT VALID WITHOUT THE SIGNATURE AND STAMPED SEAL OF THE SURVEYOR AS RECORDED IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

DONALD J. SULLIVAN
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 6422
DATED: 10/26/2021

JOB No: 21-905 EAST

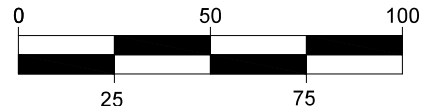
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DRAWN BY: RM	
CKD. BY: D.J.S.	
SCALE: N/A	

EXHIBIT A SKETCH & DESCRIPTION 2.5' BUFFER WALL REVOCABLE LICENSE AREA - EAST SECTION



LEGEND:

- B. C. R. BROWARD COUNTY RECORDS
- P. B. PLAT BOOK
- PG. PAGE
- ⊕ CENTERLINE
- R/W RIGHT-OF-WAY
- P. O. B. POINT OF BEGINNING
- U. E. UTILITY EASEMENT
- S. L. E. STREET LIGHT EASEMENT



SCALE: 1"=50'

ADDRESS COMMENTS	10/26/21	RM	DS	
REVISIONS	DATE	BY	CHKD	F.B./PG.

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JOB No:	21-905 EAST
FB/PG:	00/00
DRAWN BY:	RM
CKD. BY:	D.J.S.
SCALE:	1" = 50'

SHEET No:
EAST
2/2

EXHIBIT B

Revocable License Agreement between Broward County and the City of Tamarac, a municipal corporation existing under the laws of the State of Florida, for the installation of improvements within county right-of-way on the north side of Prospect Road, in the City of Tamarac.

SCOPE OF IMPROVEMENTS:

This Revocable License Agreement authorizes the installation of approximately 2,200 linear feet of a precast system buffer wall, together with associated concrete sidewalk improvements on the north side of Prospect Road. The project begins approximately 400 feet east of the east right-of-way line of NW 21 Avenue and ends approximately 125 feet west of the City of Tamarac city limits, as shown in Exhibit A, in the City of Tamarac. The design elements for this project include concrete foundations, retaining walls, concrete columns, precast wall panels, sidewalk improvements, clearing and grubbing and restoration. All work will comply with the approved plans that are on file in Broward County Highway Construction and Engineering Division's Paving and Drainage Section.

A full-sized set of plans are on file with the Broward County Highway Construction and Engineering Division under Project Reference No. 200923004.

EXHIBIT B

**PROSPECT ROAD BUFFER WALL
CITY OF TAMARAC**



EXHIBIT C

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

General Requirements

Licensee hereby agrees to provide maintenance for the wall and all related wall elements 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 Licensee from performing any additional measures necessary to ensure proper wall maintenance. The Licensee shall provide care and maintenance for all wall components placed in the Revocable License Area.

Licensee shall:

- Remove graffiti within 5 days after occurrence or within 5 days after notification by County.
- Repair aesthetic or structural damage to the wall and all related wall elements resulting from accidents, or other means, within 60 days after occurrence or within 60 days after notification by County.
- Pressure clean the wall, to maintain the cleanliness and aesthetics, on a routine basis, or within 30 days after notification by County.
- Paint the wall, columns, and associated wall elements, for all surfaces abutting City and County rights-of-way, and City owned property, in the originally approved color scheme, to maintain cleanliness and aesthetics, on a routine basis or within 30 days after notification by County.