

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

Document reviewed by:
Matthew Haber
Assistant County Attorney
115 S. Andrews Avenue, Room 423
Fort Lauderdale, FL 33301

NOTICE: PURCHASERS, GRANTEES, HEIRS, SUCCESSORS, AND ASSIGNS OF ANY INTEREST IN THE BURDENED PROPERTY SET FORTH IN EXHIBIT "A" ARE HEREBY PUT ON NOTICE OF THE OBLIGATIONS SET FORTH WITHIN THIS AGREEMENT WHICH SHALL RUN WITH THE BURDENED PROPERTY.

REVOCABLE LICENSE AGREEMENT

This Agreement ("Agreement") among Broward County ("County"), a political subdivision of the State of Florida, The District Board of Trustees of Broward College, Florida, a state college under the Florida College System ("Broward College"), LO3 Investors, LLC ("Licensee"), a limited liability company authorized to conduct business in the State of Florida, and City of Fort Lauderdale ("Municipality"), a municipal corporation organized and existing under the laws of the State of Florida (collectively, the "Parties"), is entered into and effective as of the date this Agreement is fully executed by the Parties (the "Effective Date").

RECITALS

A. Broward College owns the property described in the attached Exhibit A ("Burdened Property");

B. Broward College and Licensee entered into a ninety-nine (99) year lease (the "Lease") under which Licensee became the entity responsible for the ongoing management of the Burdened Property;

C. The portion of right-of-way on SE 3rd Avenue that is adjacent to the Burdened Property as shown in Exhibit B (the "Revocable License Area") is functionally classified as a County road and under its control;

D. Licensee seeks and County is amenable to Licensee's nonexclusive access and use of the Revocable License Area for the purpose of installing and maintaining the improvements described in Exhibit C attached hereto (the "Improvements"), subject to maintenance of the Improvements as set forth below;

E. Municipality, through formal action of its governing body taken on the 2nd day of September, 2020, has accepted responsibility for the ongoing maintenance and repair of the Revocable License Area, should Licensee fail to comply with its obligations under the terms of this Agreement; and

F. Municipality has authorized the appropriate municipal officers to execute this Agreement.

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

1. TERM. The term of this Agreement shall commence upon the Effective Date and shall continue until this Agreement is terminated as provided for in Paragraph 10 below.

2. USE OF REVOCABLE LICENSE AREA. County hereby grants to Licensee a revocable license for nonexclusive access and use of the Revocable License Area only for the purpose of installing and maintaining the Improvements, including pedestrian and landscape lighting, sidewalks and curbs, and to otherwise perform the obligations of Licensee as set forth in this Agreement (the "Licensed Use") including ongoing maintenance and repair of the Improvements. The Improvements must meet County's Minimum Standards Applicable to Public Rights-of-Way Under Broward County Jurisdiction. Other than for the purposes identified in this Agreement, Licensee must not use the Revocable License Area for any other purpose whatsoever without written amendment of this Agreement executed with the same formalities as this Agreement. Licensee must also not authorize the Revocable License Area to be used in any manner that will violate the terms of this Agreement or any laws, administrative rules, or regulations of any applicable governmental entity or agency.

PLEASE CHECK THE APPROPRIATE BOX BELOW

- Overflow parking in excess of the minimum of off-street parking required by Chapter 39, Broward County Code of Ordinances, or the applicable municipal minimum of off-street parking requirements.
- A sign that is permitted under applicable municipal/unincorporated sign ordinances and laws.
- Additional landscaping and irrigation in excess of that required by Chapter 39, Broward County Code of Ordinances, or applicable municipal minimum landscaping requirements or as a condition of any special exception or variance.

Other (explain): See Exhibit C

2.1 Licensee shall submit plans for the installation of the Improvements together with specifications and a schedule for the ongoing maintenance of the Improvements to the Broward County Highway Construction and Engineering Division (the "HCED") at least thirty (30) days before installation, and must not install the Improvements until written approval is obtained from the Director of the HCED (the "Director"). Licensee shall ensure that the landscaping plans: a) incorporate a minimum of fifty percent (50%) native species by plant types (e.g., canopy tree, palm tree, and shrub), and b) provide for the ongoing maintenance of the Improvements in accordance with the approved schedule, and in compliance with the Broward County Naturescape program and Florida-Friendly Landscaping principles.

2.2 Within five (5) days after installation of all the Improvements, Licensee shall notify the Director that the Improvements are installed. The Director may, in his or her sole discretion, require Licensee to reinstall or remove any or all of the Improvements if the Improvements fail to comply with this Agreement or the approved plans.

2.3 County, its agents, or authorized employees, shall continue to have unimpeded and unrestricted access to the Revocable License Area at all times for all purposes including to examine and determine if Licensee is properly using and maintaining the Improvements, and any portion of the Revocable License Area damaged by the Licensed Use, under the terms and conditions of this Agreement.

2.4 Any replacement of the Improvements by Licensee shall require the prior submittal of plans and written approval by the Director, consistent with the requirements under Paragraphs 2.1 and 2.2, above.

2.5 Licensee shall keep the Revocable License Area clean, sanitary, and free from trash and debris in a manner consistent with other public areas in Broward County that are similar to the areas in which the Improvements are located. Licensee specifically agrees to install, maintain, and repair the Improvements in strict accordance with the approved plans and in a manner that will not pose a hazard to persons or vehicles on any adjacent property.

2.6 If Licensee fails to perform or comply with any terms or conditions of this Agreement, and upon Licensee's, Broward College's, and Municipality's receipt of written notice from the Director of the same, Municipality will immediately

assume Licensee's responsibilities and obligations for, the ongoing maintenance, repair, and replacement of the Improvements. Municipality, at its sole cost, will then have thirty (30) days to return the Revocable License Area to a condition acceptable to the County as determined in the sole discretion of the Director. County shall not be obligated to proceed against Licensee or exhaust any other remedies it may have against Licensee or Municipality prior to enforcing Municipality's obligations under this Paragraph 2.6.

2.7 The obligations of Licensee as set forth in this Agreement may be performed by Licensee or Municipality through its employees, or Licensee or Municipality may enter into a contract with a third party to perform the services. If Licensee or Municipality contracts with a third party, each shall remain fully responsible hereunder and shall ensure that the third party complies at all times with each and every term, condition, duty, and obligation set forth in this Agreement.

3. COMPENSATION. No payment to County shall be made by Licensee for the privileges granted in this Agreement.

4. ASSIGNMENT. Neither this Agreement nor any right or interest shall be assigned, transferred, or encumbered, without the written consent of County, except to successors or assignees taking title to the Burdened Property or the Lease.

5. DAMAGE TO REVOCABLE LICENSE AREA. Licensee must not by its access or use cause damage to the Revocable License Area. The Parties agree that all Improvements and personal property placed by Licensee upon the Revocable License Area will remain the property of Licensee, and will be placed upon the Revocable License Area at the sole risk of Licensee. Licensee shall give County, or its agent, and Broward College prompt written notice of any (i) accident within the Revocable License Area of which Licensee has actual knowledge of damage or injury, or (ii) written claim against Licensee with respect to any occurrence, incident, or accident occurring on the Revocable License Area.

6. INDEMNIFICATION OF COUNTY. Licensee shall at all times indemnify, hold harmless, and defend County and Broward College and all of County's and Broward College's current and former officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses (collectively, a "Claim"), raised or asserted by any person or entity not a party to this Agreement, which Claim is caused or alleged to be caused in whole or in part, by any intentional, reckless, or negligent act or omission of Licensee, its current or former officers, employees, agents, servants or assigns, arising from relating to, or in connection with the performance of its obligations under this Agreement. If any claim is brought against Indemnified Party, Licensee shall upon written notice from County,

defend each Indemnified Party against each such Claim by counsel satisfactory to County, or, at County Attorney's option, pay for an attorney selected by County Attorney to defend Indemnified Party. The obligations of this section shall survive the termination of this Agreement.

6.1 If Licensee or Municipality contracts with a third party to perform any of the obligations under this Agreement, any contract with such third party shall include the following provisions:

6.1.1 Indemnification. Third party shall indemnify and hold harmless County, and all of County's current and former officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses (collectively, a "Claim"), raised or asserted by any person or entity not a party to this Agreement, which Claim is caused or alleged to be caused in whole or in part, by any intentional, reckless, or negligent act or omission of third party, its current or former officers, employees, agents, servants or assigns, arising from relating to, or in connection with the performance of its obligations under this Agreement. If any claim is brought against Indemnified Party, the third party shall upon written notice from County, at its own expense, defend each Indemnified Party against each such Claim by counsel satisfactory to County, or, at County Attorney's option, pay for an attorney selected by County Attorney to defend Indemnified Party.

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

6.3 The provisions of paragraph 6 shall survive the expiration or earlier termination of this Agreement.

7. INSURANCE.

7.1 For the duration of the Agreement, Licensee shall, at its sole expense, maintain the minimum coverages stated in Exhibit D in accordance with the terms and conditions of this article. Licensee shall maintain insurance coverage against claims relating to any act or omission by Licensee, its agents,

representatives, employees, or any subcontractors in connection with this Agreement. County reserves the right at any time to review and adjust the limits and types of coverage required under this article.

7.2 Licensee shall ensure that "Broward County" and "Broward College" each is listed and endorsed as an additional insured as stated in Exhibit D on all policies required under this article.

7.3 On or before the Effective Date or at least fifteen (15) days before the commencement of Licensed Use, Licensee shall provide County and Broward College with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by County or Broward College, Licensee shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after County's or Broward College's request.

7.4 Licensee shall ensure that all insurance coverages required by this article shall remain in full force and effect for the duration of this Agreement and until all performance required by Licensee has been completed, as determined by Director. Licensee or its insurer shall provide notice to County and Broward College of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide County and Broward College with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s). Licensee shall ensure that there is no lapse in coverage at any time during the time period for which coverage is required by this article.

7.5 Licensee shall ensure that all required insurance policies are issued by insurers: (1) assigned an A.M. Best rating of at least "A" with a Financial Size Category of at least Class VII; (2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to Section 626.917 or 626.918, Florida Statutes, with approval by County's Risk Management Division.

7.6 If Licensee maintains broader coverage or higher limits than the minimum insurance requirements stated in Exhibit D, County and Broward College shall be entitled to any such broader coverage and higher limits maintained by Licensee. All required insurance coverages under this article shall provide primary coverage and shall not require contribution from any insurance, self-insurance or otherwise of County or Broward College, which shall be in excess of and shall not contribute to the insurance required and provided by Licensee.

7.7 Licensee shall declare in writing any self-insured retentions deductibles

over the limit(s) prescribed in Exhibit D and submit to County for approval at least fifteen (15) days prior to the Effective Date or commencement of Licensed Use. Licensee shall be solely responsible for and shall pay any deductibles or self-insured retention applicable to any claim against County or Broward College. County may, at any time, require Licensee to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Licensee agrees that any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Licensee agrees to obtain same in endorsements to the required policies.

7.8 Unless prohibited by the applicable policy, Licensee waives any right to subrogation that any of Licensee's insurers may acquire against County and Broward College, and agrees to obtain same in an endorsement of Licensee's insurance policies.

7.9 Licensee shall require that each subcontractor maintains coverage that adequately covers the services provided by that subcontractor on substantially the same insurance terms and conditions required of Licensee under this article. Licensee shall ensure that all such subcontractors comply with these requirements and that "Broward County" and "Broward College" each is named as an additional insured under the subcontractors' applicable insurance policies.

7.10 Licensee shall not permit any subcontractor to provide services under this Agreement unless and until the requirements of this article are satisfied. If requested by County, Licensee shall provide, within one (1) business day, evidence of subcontractor's compliance with this section.

7.11 If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in Exhibit D, and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date, Licensee must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in Exhibit D.

8. MAINTENANCE, REPAIRS, AND OTHER OBLIGATIONS. Licensee shall be solely responsible for all costs associated with the Licensed Use, including maintenance and repair, utility relocations, and costs for repairing any damage to the Improvements or damage caused to the Revocable License Area by the Improvements or the failure to properly maintain the Improvements, until termination.

9. SECURITY. There is no obligation for security as part of this Revocable License Agreement.

10. TERMINATION. This Agreement is merely a right to access and use, and grants no estate in the Revocable License Area. This Agreement may be terminated by County, through the Broward County Board of County Commissioners (the "Board"), with or without cause at any time during the term hereof, upon thirty (30) days written notice from the Board to Licensee, Broward College, and Municipality.

11. SURRENDER UPON TERMINATION. Licensee shall peaceably surrender its use of and deliver the Revocable License Area to County, or its agents, immediately upon termination of this Agreement.

Upon surrender, Licensee shall remove from the Revocable License Area, at Licensee's own expense, the Improvements placed upon it unless County, in writing, authorizes Licensee to leave the Improvements on the Revocable License Area. County shall have no obligation to move, reinstall, replace, or in any way compensate Licensee for any loss resulting from or arising out of the termination of this Agreement, the requirement to remove the Improvements, or the removal of the same by County upon failure of Licensee to restore the Revocable License Area. Following removal of the Improvements, Licensee agrees to restore the Revocable License Area to its original condition, or a condition acceptable to the County as determined in the sole discretion of the Director. Licensee shall repair or pay for any damage to County property resulting from the removal of the Improvements.

12. WAIVER. Failure of County to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right contained in this Agreement, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition, or right; but the same shall remain in full force and effect. None of the conditions, covenants, or provisions of this Agreement shall be waived or modified by the Parties unless done so in writing as provided for in Paragraph 19 below.

13. NOTICES. Whenever a Party desires to give notice to the other Parties, 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 Parties for whom it is intended at the place last specified. The place for giving notice will remain the same as set forth herein until changed in writing in the manner provided in this article. The Parties respectively designate the following persons for receipt and issuance of notice:

For County:

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

For Broward College:

THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA
111 East Las Olas Boulevard #522
Fort Lauderdale, FL 33301
Attention: General Counsel
Facsimile: (954) 201-7357
Email: lhofmeyer@broward.edu

For Licensee:

LO3 Investors, LLC
c/o Shorenstein Co
235 Montgomery Street
San Francisco, CA 94104
Attn: Corporate Secretary
415-772-7000

and

LO3 Investors, LLC
c/o Ronnie Ragoff
Senior Vice President
Shorenstein Properties LLC
850 Third Avenue
New York, NY 10022
212-843-7226
Email: rragoff@Shorenstein.com

For Municipality:

City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301
Email: DGirisgen@fortlauderdale.gov

14. ENTIRE AGREEMENT. This Agreement embodies the entire agreement between the Parties. It may not be modified or terminated except as provided in this Agreement. If any provision is invalid, it will be considered deleted from this Agreement, and such deletion will not invalidate the remaining provisions.

15. COMPLIANCE WITH LAWS. Licensee shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations related to the use of the Revocable License Area by Licensee.

16. LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS ANY PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

17. COVENANTS RUNNING WITH THE LAND AND RECORDATION OF AGREEMENT. Licensee's obligations under this Agreement shall be a covenant upon the Burdened Property and shall run with the Burdened Property to all succeeding owners. Broward College reserves the right exercisable in its sole discretion, without assuming or accepting any obligation, to perform any obligations of Licensee under this Agreement, and County agrees to accept any such performance by Broward College as performance by Licensee. This covenant shall be subject to specific performance in addition to any and all other remedies available to County. This Agreement shall be recorded in the Official Records of Broward County, Florida, at Licensee's expense within ten (10) days of the Effective Date. Upon termination of this Agreement, a document of equal dignity to this document acknowledging such termination shall be executed and recorded by County.

18. FURTHER ASSURANCES. The Parties hereby agree to execute, acknowledge, and deliver and cause to be done, executed, acknowledged, and delivered all further

assurances and to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.

19. 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.

20. AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and the Parties or others delegated authority or otherwise authorized to execute same on their behalf.

21. 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.

22. 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.

(THIS SECTION IS INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the Parties have made and executed this Revocable License Agreement: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 2020, The District Board of Trustees, Broward College, Florida, through its Board of Trustees, signing by and through its _____, authorized to execute same, LO3 Investors, LLC, signing by and through its Vice President, duly authorized to execute same, and City of Fort Lauderdale, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

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

By _____
Mayor
____ day of _____, 20__

Insurance requirements
approved by Broward County
Risk Management Division

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By Colleen Pounall Digitally signed by COLLEEN
A. POUNALL
Date: 2020.09.21 13:27:22
-04'00'

Signature (Date)
Colleen Pounall
Assistant Risk Manager

Print Name and Title above

By Matthew Haber Digitally signed by Matthew Haber
DN: cn=Matthew Haber, o=Broward County,
ou=CAO, email=mhaber@broward.org,
c=US
Date: 2020.09.17 15:36:06 -04'00'

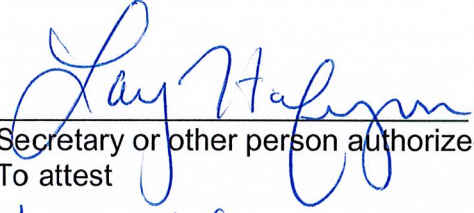
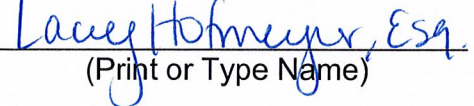
Matthew Haber (Date)
Assistant County Attorney
MICHAEL KERR Digitally signed by MICHAEL KERR
Date: 2020.09.17 15:40:49 -04'00'

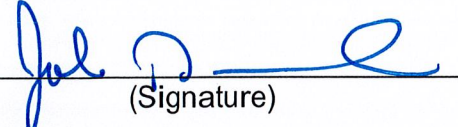
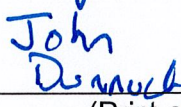
Michael J. Kerr (Date)
Deputy County Attorney

BROWARD COLLEGE

ATTEST:
Broward

The District Board of Trustees of
College, Florida:

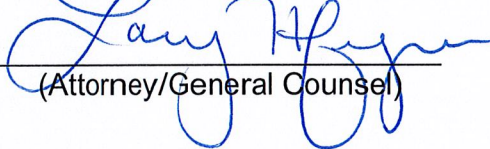

Secretary or other person authorized
To attest

(Print or Type Name)

By 
(Signature)

John D. ...
SUP Finance & Operations
(Print or Type Name and Title)

18 day of August, 2019 20

(SEAL)

APPROVED AS TO FORM:

By 
(Attorney/General Counsel)

REVOCABLE LICENSE AGREEMENT AMONG BROWARD COUNTY, THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA, LO3 INVESTORS, LLC, AND CITY OF FORT LAUDERDALE FOR NON-EXCLUSIVE ACCESS AND USE OF A PORTION OF COUNTY RIGHT-OF-WAY.

LICENSEE

ATTEST:

LO3 Investors, LLC

Secretary

By Ronnie Ragoff

(Print/Type Name)

Ronnie Ragoff VP
(Print/Type Name and Title)

(Corporate Seal)

13 day of August, 2020.

OR

WITNESSES:

BF
Signature

Bob Forman
Print/Type Name

Joel Nixon
Signature

Print/Type Name

STATE OF NEW YORK)
) SS
COUNTY OF New York)

The foregoing instrument was acknowledged before me this 13th day of August, 2020, by Ronnie Ragoff, as August VP of LO3 Investors, LLC, a Delaware limited liability company, on behalf of the company. He or she is:

- personally known to me, or
- produced identification. Type of identification produced _____.

(Seal)

My commission expires: 1/17/2022

NOTARY PUBLIC:

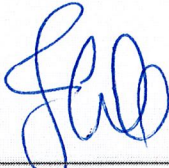
[Signature]

Print name: Oliver A. Callinor

REVOCABLE LICENSE AGREEMENT AMONG BROWARD COUNTY, THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA, LO3 INVESTORS, LLC, AND CITY OF FORT LAUDERDALE FOR NON-EXCLUSIVE ACCESS AND USE OF A PORTION OF COUNTY RIGHT-OF-WAY.

MUNICIPALITY

ATTEST:

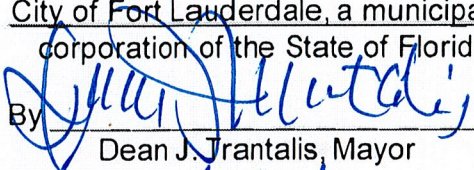


Municipal Clerk

(SEAL) _____

City of Fort Lauderdale, a municipal corporation of the State of Florida

By



Dean J. Trantalis, Mayor

9 day of September, 2020



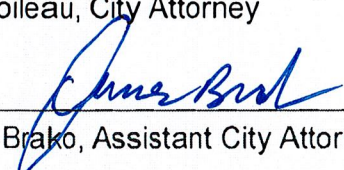
Christopher J. Lagerbloom, ICMA-CM,
City Manager

8 day of September, 2020

APPROVED AS TO FORM:

Alain E. Boileau, City Attorney

By



James Brako, Assistant City Attorney

Exhibit A

Legal Description of Burdened Parcel

THE LAND REFERRED TO BELOW IS SITUATED IN THE COUNTY OF BROWARD, STATE OF FLORIDA, AND DESCRIBED AS FOLLOWS:

Lots 1 through 5 inclusive, together with Lots 26 through 29, and the South 3.47 feet of Lots 30 and 31 of EVA A. OLIVER'S SUBDIVISION OF BLOCK 28 OF THE TOWN OF FORT LAUDERDALE, according to the Plat thereof, recorded in Plat Book 1, at page 37, of the Public Records of Miami-Dade County, Florida; said lands situate, lying and being in Broward County, Florida.

Together with any and all portions of previously platted alleys or other rights of way heretofore abandoned by governmental authority, being the 10-foot alley lying between Lots 1 and 2 and the East 110 feet of the alley running east and west, situated immediately north of Lots 1 and 2 and south of Lot 27 of EVA A. OLIVER'S SUBDIVISION of Block 28 of the original Town of Fort Lauderdale, as recorded in Plat Book 1, at page 37, of the Miami-Dade County Public Records, such alley being situated in Broward County, Florida.

Less and except that part conveyed to The City of Ft Lauderdale by Quit-Claim Deed recorded in Official Records Book 8508, Page 725, of the Public Records of Broward County, Florida, more particularly described as follows:

The North 5 feet of the South 20 feet of Lot 1; Less the East 15 feet; the North 5 feet of the South 20 feet of Lots 2, 3, 4 and 5, Less the West 20 feet of Lot 5; the North 5 feet of the South 20 feet of that certain 10 foot alley (now vacated - per Ordinance No. 166) lying between said Lots 1 and 2; the West 10 feet of said Lot 5, Less the South 35 feet; the West 10 feet of Lots 26, 28 and the South 3.47 feet of Lot 30, and the external area of a 25 foot radius chord lying at the Southwest corner of said Lot 5, said radius being tangent to a line 20 feet North of the South line of said Lot 5 and to a line 10 feet East of the West line of said Lot 5; the West 5 feet of the East 20 feet of Lot 1, Less the South 20 feet; and the external area of a 30 foot radius chord lying at the Southeast corner of said Lot 1, said radius being tangent to a line 20 feet North of the South line of Lot 1, and to a line 20 feet West of the East line of Lot 1; the West 5 feet of the East 20 feet of the certain 10 foot alley (now vacated per Ordinance No. c-78-58) lying North of said Lot 1; and the West 5 feet of the East 20 feet of Lots 27, 29, and the South 3.47 feet of Lot 31, EVA A. OLIVER'S SUBDIVISION OF BLOCK 28, FORT LAUDERDALE, FLORIDA, according to the plat thereof, recorded in Plat Book 1, Page 37, of the Public Records of Miami-Dade County, Florida.

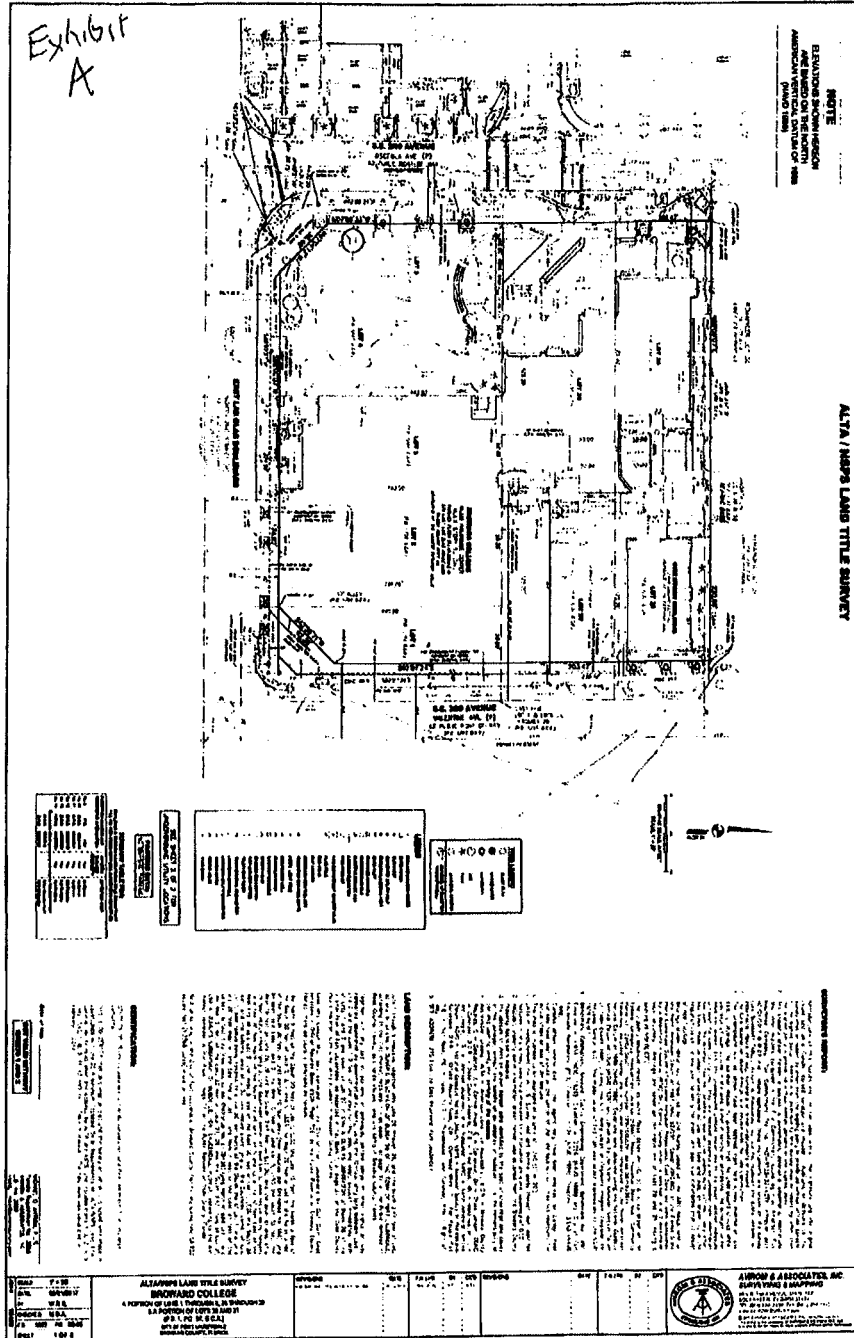
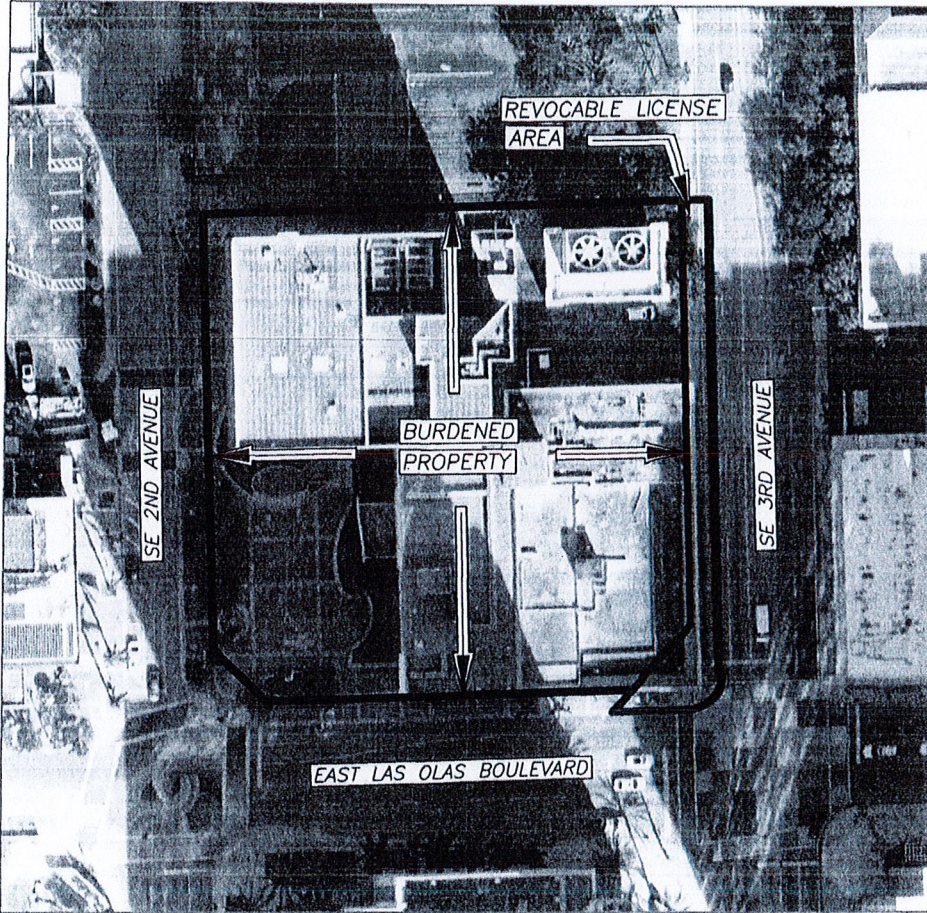


Exhibit B
Licensed Area



PROJECT REFERENCE NUMBER: 180201001
PROJECT: Revocable License Agreement between Broward County, the City of Fort Lauderdale and Broward Community College in the City of Fort Lauderdale.



EXHIBIT "B"



LEGEND:

 = REVOCABLE LICENSE AREA  = BURDENED PROPERTY

SHEET 1 OF 1

Scale: Not To Scale	Drawn by: JAT	Date: 6-11-18	Checked by: GWD	Date: 6-11-18	File Location: E:\RW\Location Maps\AGREEMENTS\180201001
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BROWARD COUNTY HIGHWAY CONSTRUCTION & ENGINEERING DIVISION

SKETCH & DESCRIPTION
A PORTION OF LOTS 1, 27, 29 AND 31
(P.B. 1, PG. 37, D.C.R.)
BROWARD COUNTY, FLORIDA

EXHIBIT B

LAND DESCRIPTION:

A portion of Lots 1, 27, 29 AND 31, EVA A. OLIVER SUBDIVISION, BLOCK 28, according to the Plat thereof as recorded in Plat Book 1, Page 37, of the Public Records of Dade County, Florida, being described as follows:

Commence at the southeast corner of said Lot 1; thence N02°07'18"W along the east line of said Lot 1, a distance of 24.75 feet; thence N89°04'04"W, 6.07 feet to a point on the existing edge of pavement as laid out and in use today, also being the Point Of Beginning; thence continue N89°04'04"W, 1.38 feet; thence N01°50'26"W, 228.34 feet (the previous two calls being along the existing edge of pavement as laid out and in use today) to a point on the extension of the north line of the south 3.47 feet of said Lot 31; thence S88°00'07"W along said extension of the north line of the south 3.47 feet of said Lot 31, a distance of 13.69 feet to the west right-of-way line of S.E. 3rd Avenue, as recorded in Official Records Book 8508, Page 725 of the Public Records Of Broward County, Florida; thence S02°07'24"E along the said west right-of-way line of S.E. 3rd Avenue, 203.47 feet; thence S42°56'21"W, 59.38 feet to a point on the existing edge of pavement as laid out and in use today; thence N87°56'59"E, 39.95 feet to a point of curvature of a curve, concave to the north, having a radius of 16.00 feet and a central angle of 89°47'25"E; thence northeasterly and northerly along said curve an arc distance of 25.07 feet to a point of tangency; thence N01°50'26"W, 1.11 feet (the previous three calls being along the existing edge of pavement as laid out and in use today) to the Point Of Beginning.

Said lands lying in the City of Fort Lauderdale, Broward County, Florida and containing 4,063 square feet.

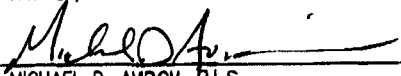
SURVEYOR'S NOTES:

1. Reproductions of this Sketch are not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to this sketch by other than the signing party is prohibited without written consent of the signing party.
2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other Instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
3. The land description shown hereon was prepared by the Surveyor.
4. Bearings shown hereon are assumed based on the east line of Lot 1 having a bearing of N02°07'18"W.
5. Data shown hereon was compiled from instrument(s) of record and does not constitute a boundary survey.
6. Abbreviation Legend: B.C.R. = Broward County Records; D.C.R. = Dade County Records; F.B. = Field Book; L.B. = Licensed Business; P.B. = Plat Book; PG. = Page; P.L.S. = Professional Land Surveyor; P.O.B. = Point of Beginning; P.O.C. = Point of Commencement.

CERTIFICATION:

I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction. I FURTHER CERTIFY that this Sketch and Description meets the Standards of Practice set forth in Chapter 5J-17.050 through 5J-17.052, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Date: 6/12/18


MICHAEL D. AVROM, P.L.S.
Florida Registration No. 3268
AVIROM & ASSOCIATES, INC.
L.B. No. 3300

NOT VALID WITHOUT SHEETS 1 AND 2

REVISIONS			
REVISED	W.R.E.	09/16/2017	
REVISED	W.R.E.	06/12/2018	



AVIROM & ASSOCIATES, INC.
SURVEYING & MAPPING
50 S.W. 2nd AVENUE, SUITE 102
BOCA RATON, FLORIDA 33432
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JOB #:	10400-3_3
SCALE:	--
DATE:	09/05/2017
BY:	W.R.E.
CHECKED:	M.D.A.
F.B. - PG.	--
SHEET:	1 OF 2

Exhibit B

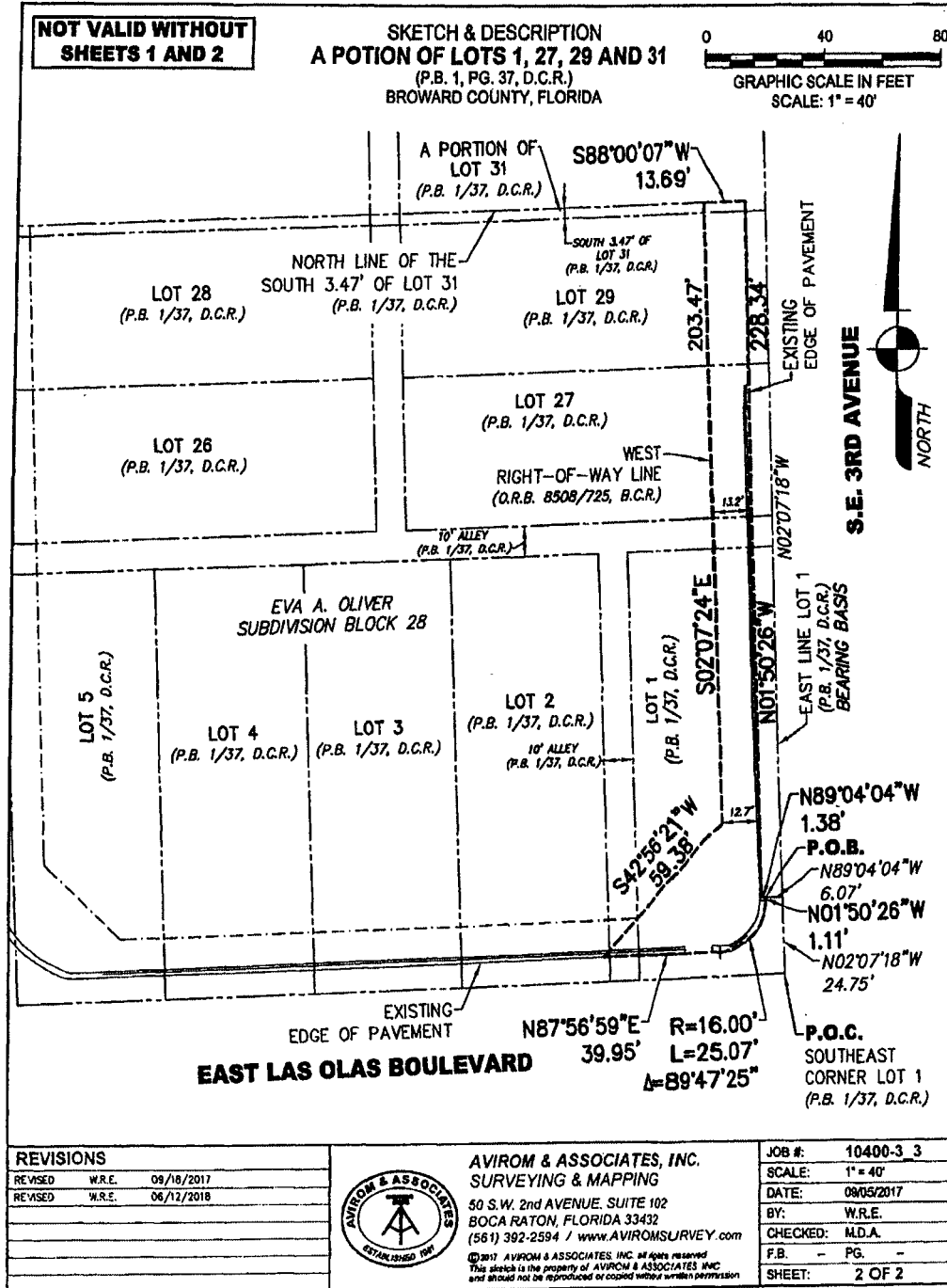


Exhibit C
Improvements

201 E Las Olas Blvd Office Building, Fort Lauderdale, Florida
Subject: Maintenance Agreement Improvements
Broward County Reference Number 180201001

SCOPE OF IMPROVEMENTS:

The project includes improvements to the streetscape, including pedestrian and landscape lighting, sidewalks and curbs, along the east side of the Burdened Property, as described in Exhibit A. The improvements will be within a portion of the right-of-way for SE 3rd Avenue, including the corner chord on the northwest corner of SE 3rd Avenue and East Las Olas Boulevard. The improvements include, landscaping, irrigation, and pedestrian lighting within the licensed area.

NOTES:

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>

A full size set of plans are on file with Broward County Highway Construction and Engineering Division under Project Reference Number 180201001.

Exhibit D
Insurance

EXHIBIT ^{"E"}
INSURANCE REQUIREMENTS

Project: Revocable License Agreement with Broward College for Additional Landscaping and Irrigation
Agency: Highway Construction and Engineering Division

TYPE OF INSURANCE	APPL. RISK	RISK WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury Per Occurrence or Claims-Made: <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made Gen'l Aggregate Limit Applies per: <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$1,000,000	\$2,000,000
			Personal Injury		
			Products & Completed Operations		
AUTO LIABILITY <input type="checkbox"/> Comprehensive Form <input type="checkbox"/> Owned <input type="checkbox"/> Hired <input type="checkbox"/> Non-owned <input type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury (each person)		
			Bodily Injury (each accident)		
			Property Damage		
			Combined Bodily Injury and Property Damage		
<input type="checkbox"/> EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			
<input checked="" type="checkbox"/> WORKER'S COMPENSATION <i>Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.</i>	N/A	<input checked="" type="checkbox"/>	Each Accident	STATUTORY LIMITS	
<input checked="" type="checkbox"/> EMPLOYER'S LIABILITY			Each Accident	\$100,000	
<input type="checkbox"/> POLLUTION / ENVIRONMENTAL LIABILITY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	If claims-made form:		
			Extended Reporting Period of:	years	
			*Maximum Deductible:	\$10 k	
<input type="checkbox"/> Installation floater is required if Builder's Risk or Property are not carried. <i>Note: Coverage must be "All Risk", Completed Value.</i>			*Maximum Deductible (Wind and/or Flood):	Not to exceed 5% of completed value	Completed Value
			*Maximum Deductible:	\$10 k	
Description of Operations: "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Contractors insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses. Contractor is responsible for all coverage deductibles unless otherwise specified in the agreement.					
CERTIFICATE HOLDER: Broward County 115 South Andrews Avenue Fort Lauderdale, Florida 33301			Digitally signed by _____ DN: cn=_____ o=_____ ou=_____ email=_____ c=US		
			Risk Management Division		