



**REVOCABLE LICENSE AGREEMENT BETWEEN BROWARD COUNTY AND
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**

This Revocable License Agreement (“Agreement”) between Broward County, a political subdivision of the State of Florida (“County”), and the State of Florida Department of Transportation , an agency of the State of Florida (“FDOT”) (each a “Party” and collectively referred to as the “Parties”), is entered into and effective as of the date this Agreement is fully executed by the Parties.

RECITALS

A. The County holds a one-sixth (1/6) ownership interest and a leasehold interest in the property located in the city of Hollywood, as more particularly described in Exhibit A (“Revocable License Area”).

B. FDOT has requested, and the County is amenable to granting, nonexclusive access to and use of the Revocable License Area for purposes of staging construction activities related to FDOT’s stormwater utility infrastructure project on adjacent property (“Project”).

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

ARTICLE 1. DEFINITIONS

- 1.1. **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.2. **Contract Administrator** means the Director of Real Property and Real Estate Development Division, or designee.
- 1.3. **Division** means the Real Property and Real Estate Development Division.

ARTICLE 2. GRANT OF REVOCABLE LICENSE

- 2.1. County hereby grants FDOT a revocable, nonexclusive license to access and use the Revocable License Area solely for staging activities related to the construction of the Project and for performing other actions required under this Agreement.
- 2.2. Other than for the purposes identified in this Agreement, FDOT 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. FDOT may not use or permit the Revocable License Area to be used in any manner that will violate the terms of this Agreement or any law, administrative rule, or regulation of any applicable governmental entity or agency.
- 2.3. County retains full and unrestricted access to the Revocable License Area at all times.
- 2.4. Throughout the duration of this Agreement, and notwithstanding any other term or condition of this Agreement, County retains the right in its sole discretion to modify, reconfigure,

improve, convey, or abandon the Revocable License Area, and to make any improvements thereon.

2.5. This Agreement is merely a right to access and use and grants no estate in the Revocable License Area to FDOT or any other party.

ARTICLE 3. FDOT'S OBLIGATIONS

3.1. FDOT shall construct the Project at its own expense. If FDOT causes or allows any alteration or damage to the Revocable License Area or any County property (including any materials thereon), FDOT shall, at its sole expense, restore the affected property to its preexisting condition. If FDOT fails to do so within thirty (30) calendar days after County's written request, the County may undertake the repairs and invoice FDOT, which shall pay such invoice within thirty (30) calendar days after receipt.

3.2. FDOT shall provide the Contract Administrator with immediate verbal notice, followed by written notice (in the manner set forth in Section 5 of this Agreement), of any condition caused by FDOT 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. FDOT shall also provide the Contract Administrator with immediate verbal notice, followed by prompt written notice (in the manner set forth in Section 5 of this Agreement), of any damage to the Revocable License Area or any injury to any person on the Revocable License Area.

ARTICLE 4. TERM AND TERMINATION

4.1. The term of this Agreement shall commence on September 5, 2025, and terminate on March 31, 2026, unless otherwise extended or terminated pursuant to the terms of this Agreement. At FDOT's request and at the sole discretion of the County, acting through the Contract Administrator, the term may be extended up to two (2) times, each for a period not to exceed six (6) months ("Extension"), provided that no single Extension exceeds six (6) months and the total cumulative extension period does not exceed twelve (12) months. Each Extension shall be on the same terms and conditions as this Agreement. To request an Extension, FDOT shall submit a written request to the Contract Administrator at least thirty (30) calendar days prior to the expiration of the then-current term. Notice to FDOT by electronic mail alone shall be deemed effective and sufficient to exercise each Extension. During the term of this Agreement, including any Extension, FDOT shall provide the County with updates to the construction timeline, including the anticipated and actual completion dates of the Project.

4.2. This Agreement may be terminated for cause by County if FDOT 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 FDOT for the costs of the correction or may terminate this Agreement. If County opts to correct the breach and invoice FDOT for the costs of correction, FDOT 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.

4.3. 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 FDOT, which termination date shall not be less than thirty (30) calendar days after the date of such written notice.

4.4. 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 FDOT of such termination.

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

4.6. Upon termination of this Agreement, FDOT shall remove all materials, equipment, and other property it installed or placed within the Revocable License Area, within thirty (30) calendar days after the effective date of termination, unless the Contract Administrator provides written authorization for any such materials or equipment to remain. FDOT shall also repair any damage to the Revocable License Area caused by the placement or removal of such items. If FDOT fails to complete the removal and any required repairs within the specified time, the County may do so and invoice FDOT for the cost thereof. FDOT shall pay such invoice within thirty (30) calendar days after receipt. Any personal property remaining within the Revocable License Area after the thirty (30) days shall be deemed abandoned by FDOT and shall become the property of the County.

4.7. Upon termination of this Agreement, FDOT shall restore the Revocable License Area to its condition before the commencement of this Agreement or to such condition as approved in writing by the Contract Administrator. If FDOT fails to make any such restoration within thirty (30) days after termination, County may make such restoration and invoice FDOT for the costs thereof. FDOT shall pay such invoice within thirty (30) days after receipt.

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

4.9. Notice of termination shall be provided in accordance with the Section 5 of this Agreement, except that notice of termination by the County Administrator, pursuant to Section 4.4 of this Agreement may be verbal notice that shall be promptly confirmed in writing in accordance with Section 5 of this Agreement.

ARTICLE 5. NOTICES

Unless otherwise stated herein, for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party giving notice of such change in accordance with this article.

FOR COUNTY:

Director, Broward County Real Property and Real Estate Development Division

115 South Andrews Avenue, Room 501
Fort Lauderdale, Florida 33301
Email: lmahoney@broward.org

FOR FDOT:
Brad Salisbury
3400 West Commercial Blvd.
Fort Lauderdale, Florida 33309
Email: brad.salisbury@dot.state.fl.us

ARTICLE 6. INDEMNIFICATION

6.1. County and FDOT are entities subject to Section 768.28, Florida Statutes, as amended, and agree to be fully responsible for the negligent or wrongful acts and omissions of their respective agents or employees to the extent required by Section 768.28. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by any Party to which sovereign immunity may be applicable nor shall anything included herein 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.

6.2. If FDOT contracts with a third party to perform any of FDOT's obligations under this Agreement, FDOT 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, past, and future officers, agents, 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, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by contractor, or any intentional, reckless, or negligent act or omission of contractor, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, contractor shall, upon written notice from Broward County, defend each Indemnified Party. The obligations of this paragraph shall survive the expiration or earlier termination of this Agreement.

6.3. The obligations of this article shall survive the expiration or earlier termination of this Agreement.

ARTICLE 7. INSURANCE

7.1. Within five (5) days after request by County, FDOT must provide County with written verification of liability protection that meets or exceeds any requirements of Florida law. If FDOT holds any excess liability coverage, FDOT 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.

7.2. If FDOT 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.

7.3. The foregoing requirements shall apply to FDOT's self-insurance, if any.

7.4. If FDOT contracts with one or more third parties to perform any of FDOT's obligations set forth herein, FDOT 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). FDOT must ensure that all such third parties name "Broward County, Florida" as an additional insured and certificate holder under the applicable insurance policies. FDOT 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, FDOT shall furnish evidence of all insurance required by this section.

7.5. County reserves the right, but not the obligation, to periodically review any and all insurance coverages 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.

ARTICLE 8. MISCELLANEOUS

8.1. Independent Contractor. FDOT is an independent contractor under this Agreement, and nothing in this Agreement shall constitute or create a partnership, joint venture, or other relationship between the Parties. In performing under this Agreement, neither FDOT nor its agents shall act as officers, employees, or agents of County. FDOT has no power or right to bind County to any obligation not expressly undertaken by County under this Agreement.

8.2. Third-Party Beneficiaries. Neither FDOT nor County intends to primarily or directly 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.

8.3. Assignment and Performance. Neither this Agreement nor any right or interest in it may be assigned, transferred, or encumbered by FDOT without the prior written consent of County, which consent may be withheld in County's sole discretion. Any assignment, transfer, or encumbrance in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity.

8.4. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. 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 will not be deemed a waiver of any subsequent breach and will not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

8.5. Compliance with Laws. FDOT 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.

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

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

8.8. Interpretation. The titles and 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 shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

8.9. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

8.10. 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 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. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

8.11. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document

executed with the same or similar formality as this Agreement and by duly authorized representatives of the Parties.

8.12. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference.

8.13. 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.

8.14. Multiple Originals and Counterparts. This Agreement may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which will be deemed to be an original, and all of which, taken together, will constitute one and the same 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 FDOT, signing by and through its duly authorized representative.

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 _____, 2025

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

By _____
Christina A. Price (Date)
Senior Assistant County Attorney

By _____
Annika E. Ashton (Date)
Deputy County Attorney

Revocable License Agreement with FDOT
7/14/2025
#1177903v2

**REVOCABLE LICENSE AGREEMENT BETWEEN BROWARD COUNTY AND STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTEST:

State of Florida Department of
Transportation, an agency of the State of
Florida

DocuSigned by:
Alia E. Chanel
E14549BD681D471...
Clerk (or Deputy Clerk)

DocuSigned by:
John Krane
By _____
A534C9FDF7984A5...

Alia E. Chanel, Executive Secretary

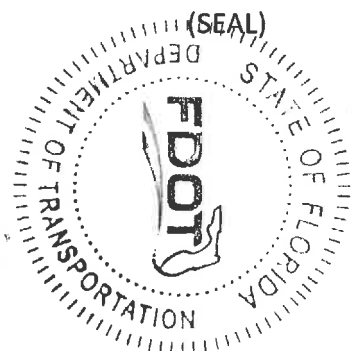
(Print/Type Name)

John Krane P.E., Director of Transportation Development

(Print/Type Name)

08/08/2025 | 2:53 PM EDT

____ day of _____, 2025.



APPROVED AS TO FORM:

DocuSigned by:
Elizabeth Quintana
By _____
Name: Elizabeth S. Quintana
Title: Assistant General Counsel, District 4

EXHIBIT A

Revocable License Areas

