

RESOLUTION NO. 2026-047

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING A REVOCABLE LICENSE AGREEMENT WITH BROWARD COUNTY TO ALLOW A TOWN-FUNDED LED MONUMENT SIGN TO BE LOCATED WITHIN BROWARD COUNTY'S RIGHT-OF-WAY; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Southwest Ranches has applied for a revocable license agreement with Broward County for the installation of an LED monument sign for communication purposes at 16100 Griffin Road (the southeast corner of Dykes Road and Griffin Road); and

WHEREAS, the sign will be constructed at 16100 Griffin Road (the southwest corner of Dykes Road and Griffin Road), which is road right-of-way owned and maintained by Broward County; and

WHEREAS, Revocable License Agreements are required to obtain a right-of-way use permit from Broward County; and

WHEREAS, both Broward County and the Town desire to execute a formal Revocable License Agreement, to allow the Town to utilize Broward County's right-of-way for the sign; and

WHEREAS, the Revocable License Agreement provides that the Town must maintain the sign; and

WHEREAS, the Town Council believes that the Revocable License Agreement is in the best interest of the health, safety, and welfare of its residents.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Southwest Ranches, Florida:

Section 1: Recitals. The recitals above are true and correct and are incorporated herein by reference.

Section 2: Authorization. The Town Council hereby approves the Revocable License Agreement between the Town and Broward County to allow a sign to be located with Broward County's right-of-way, in substantially the same form as that attached hereto as Exhibit "A".

Section 3: Approval. The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to execute the Revocable License Agreement in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications, additions and/or deletions which they deem necessary to effectuate the intent of this Resolution.

Section 4: Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest

Ranches, Florida, this 11th day of June, 2026 on a motion by

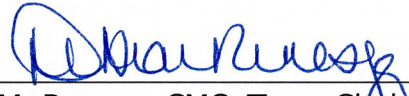
V/m Jablonski and seconded by Chm Hartmann

Breitkreuz	<u>yes</u>
Jablonski	<u>yes</u>
Allbritton	<u>yes</u>
Hartmann	<u>yes</u>
Kuczenski	<u>yes</u>

Ayes	<u>5</u>
Nays	<u>0</u>
Absent	<u>0</u>
Abstaining	<u>0</u>


Steve Breitkreuz, Mayor

Attest:


Debra M. Ruesga, CMC, Town Clerk

Approved as to Form and Correctness:


Keith Poliakoff, Town Attorney
1001.065-2026



REVOCABLE LICENSE AGREEMENT BETWEEN BROWARD COUNTY AND TOWN OF SOUTHWEST RANCHES

This Revocable License Agreement ("Agreement") between Broward County, a political subdivision of the State of Florida ("County"), and Town of Southwest Ranches, a municipal corporation organized and existing under the laws of the State of Florida ("Town") (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 (the "Effective Date").

RECITALS

A. The revocable license area as set forth in Exhibit A ("Revocable License Area") is a right-of-way located on Griffin Road.

B. County owns and controls the Revocable License Area and Griffin Road, both of which lie within the jurisdictional boundaries of Town.

C. Town seeks, and County is amenable to, Town'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 Town.

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. **Approved Plans** means the construction and installation 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 in writing by the Contract Administrator, and filed under Project Reference Number 250318501

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 written designee.

1.4. **Division** means the Broward County Highway Construction and Engineering Division.

ARTICLE 2. GRANT OF REVOCABLE LICENSE

2.1. County hereby grants to Town a revocable license for the limited, 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 31.1, Exhibit 31.A, of the Broward County Administrative Code.

2.2. Other than for the purposes identified in this Agreement, Town 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. Town 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. Specifically, Town acknowledges and agrees that the roadway, right-of-way area, and/or the Revocable License Area may be temporarily or permanently reconfigured, modified, or moved by County or its agents at any time without any liability to Town. County will provide Town with at least thirty (30) days' written notice of any such modification to the Revocable License Area to allow Town to remove or relocate the Improvements, which removal or relocation shall be at Town's sole expense.

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

ARTICLE 3. TOWN'S OBLIGATIONS

3.1. Town shall make application to the Division for a permit to perform the Improvements as set forth in the Approved Plans. Town may not proceed with the Improvements until all required permits have been issued and all permit conditions for commencement of the Improvements have been satisfied.

3.2. Town may not make any alterations to any previously permitted Improvements without first obtaining a permit from the Division and the written approval from the Contract Administrator for such alterations.

3.3. Town shall make the Improvements at its own expense and in full accordance with the Approved Plans and to the Contract Administrator's satisfaction. Town shall not be entitled to any compensation from County for making the Improvements.

3.4. Following Town's installation of the Improvements and County's approval of same (as set forth in Article 4), Town 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, Town 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, Town 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. Town shall promptly replace all defective or unsightly materials, as well as any materials that the Contract Administrator determines, in their 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 in advance by the Contract Administrator.

3.6. If Town takes any action or makes any omission that causes or results in alteration or damage to County property, Town shall, at its own expense, restore such property to its condition before the alteration or damage. If Town fails to make such restoration within thirty (30) days after County's request, County may make the restoration and invoice Town for the costs thereof. Town shall pay such invoice within thirty (30) days after receipt.

3.7. If Town takes any action or makes any omission that causes or results in alteration to the Revocable License Area (or any materials on the Revocable License Area), which alteration is not specified in the Approved Plans, Town shall, at its own expense, restore the Revocable License Area to its condition before the alteration was made, or to such condition as approved in writing by the Contract Administrator. If Town fails to make such restoration within thirty (30) days after County's request, County may make the restoration and invoice Town for the costs thereof. Town shall pay such invoice within thirty (30) days after receipt.

3.8. If Town 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), Town shall, at its own expense, repair such damage. If Town fails to make such repair within thirty (30) days after County's request, County may make the repair and invoice Town for the costs thereof. Town shall pay such invoice within thirty (30) days after receipt.

3.9. If any Improvements in the Revocable License Area are serviced by any utilities (including but not limited to electricity, water, sewage, or gas), Town shall be solely responsible for the cost of such utilities and shall establish its own billing account directly with each utility company.

3.10. If any Improvements in the Revocable License Area contain an irrigation or water pump system, Town shall maintain and repair same in compliance with the requirements set forth in Exhibit C and all applicable rules and regulations of the applicable South Florida Water Management District.

3.11. Town shall provide the Contract Administrator with immediate verbal notice, followed by prompt written notice (in the manner set forth in Article 7 of this Agreement), of any condition in 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. Town shall contact the appropriate emergency services (fire rescue, police, Florida Power & Light, etc.) immediately upon identification of any potential risk of injury to any person and shall keep a written record of all contact made, including the person(s) with whom Town has communicated.

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

3.13. Town may retain a third party to make the Improvements and/or perform the Maintenance Obligations. If Town retains a third party for such purpose(s), Town shall enter into a written contract with the third party under which the third party must agree to make the Improvements and/or perform the Maintenance Obligations in accordance with the requirements of this Agreement. Town shall provide the Contract Administrator with a copy of any such contract(s) upon request by the Contract Administrator. Contracting with a third party as contemplated by this section shall not relieve Town of any of its obligations under this Agreement.

ARTICLE 4. COUNTY'S OBLIGATIONS

4.1. County shall review Town's application for permit 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, as determined by County in its sole discretion.

4.3. After receiving signed and sealed certified as-built drawings that the Improvements are in conformance with the Approved Plans, and receiving a request for a final inspection, County shall perform a final inspection of the Improvements and notify Town 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 Section 2.1 and this article but may exercise any and all rights it has under this Agreement.

ARTICLE 5. RISK OF LOSS

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

ARTICLE 6. TERM AND TERMINATION

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

6.2. This Agreement may be terminated for cause by County if Town breaches any of its obligations under this Agreement and has not corrected the breach within thirty (30) days after receipt of written notice identifying the breach. In the event of any breach, County may, at the option of the Contract Administrator, cause such breach to be corrected and invoice Town for the costs of the correction, or may terminate this Agreement. If County opts to correct the breach and invoice Town for the costs of correction, Town shall pay such invoice within thirty (30) 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) days after such notice of termination for cause is provided.

6.3. This Agreement may also 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 Town, which termination date shall not be less than thirty (30) days after the date of such written notice. Town acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience including in the form of County's obligation to provide advance written notice to Town of such termination in accordance with this section.

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 Town of such termination.

6.5. Upon termination of this Agreement, Town shall peaceably surrender the Revocable License Area.

6.6. Upon termination of this Agreement, Town shall remove all Improvements, materials, and equipment installed or placed in the Revocable License Area by Town within thirty (30) days after termination, unless the Contract Administrator, in writing, authorizes Town to leave any such Improvements, materials, or equipment in the Revocable License Area. In addition, Town shall be obligated to repair any damage to the Revocable License Area resulting from the removal of any Improvements, materials, and equipment. If Town fails to comply with any of these removal and/or repair obligations, County may perform the obligation and invoice Town for the cost thereof. Town shall pay such invoice within thirty (30) days after receipt. Any personal property remaining on the Revocable License Area after the termination of this Agreement shall be deemed to have been abandoned by Town and shall become the property of County.

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

6.8. County shall have no obligation to compensate Town for any loss resulting from or arising out of this Agreement including any 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, Town must obtain a Broward County Environmental Licensing and Building Permitting Division, Tree Preservation Program license 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 license requirements at Town's sole cost and expense.

6.10. Notice of termination shall be provided in accordance with Article 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 Article 7 of this Agreement.

ARTICLE 7. NOTICES

Unless otherwise stated herein, for 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). A Party may change its notice address by giving notice of such change in accordance with this article.

FOR COUNTY:

Broward County Highway Construction and Engineering Division
Attn: Director
1 N University Dr, Ste 300B, Plantation, FL 33324-2038
Email address: rtornese@broward.org

FOR TOWN:

Town of Southwest Ranches
Attn: Kathryn Sims
13400 Griffin Road, Southwest Ranches, FL 33330
Email address: ksims@southwestranches.org

ARTICLE 8. INDEMNIFICATION

8.1. County and Town 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.

8.2. If Town contracts with a third party to perform any of Town's obligations under this Agreement, Town 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 with counsel satisfactory to Broward County or, at Broward County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this paragraph shall survive the expiration or earlier termination of this Agreement.

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

ARTICLE 9. INSURANCE

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

9.2. If Town 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.

9.3. The foregoing requirements shall apply to Town's self-insurance, if any.

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

9.5. 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 10. MISCELLANEOUS

10.1. Independent Contractor. Town 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 Town nor its agents shall act as officers, employees, or agents of County. Town has no power or right to bind County to any obligation not expressly undertaken by County under this Agreement.

10.2. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this

Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of any rules, regulation, laws, and ordinances shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement and shall not be attributable in any manner to County as a Party to this Agreement.

10.3. Third-Party Beneficiaries. Neither Town 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.

10.4. Assignment and Performance. Neither this Agreement nor any right or interest in it may be assigned, transferred, or encumbered by Town 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.

Town 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. Town 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.

10.5. 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.

10.6. Compliance with Laws. Town 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.

10.7. 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.

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

10.9. 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.

10.10. 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.

10.11. 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.**

10.12. 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.

10.13. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits A, B, and C are incorporated into and made a part of this Agreement.

10.14. 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.

10.15. 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.

10.16. Time of the Essence. Time is of the essence for Town'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 Town of Southwest Ranches, 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 _____, 20__

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 _____
Jason Kruszka (Date)
Assistant County Attorney

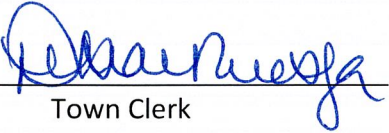
By _____
Michael J. Kerr (Date)
Chief Counsel

JK/AAD
SW Ranches-Two Party RLA-2025-10 (GriffinRd-Dykes Rd) Final version
6/1/26

**REVOCABLE LICENSE AGREEMENT BETWEEN BROWARD COUNTY AND
TOWN OF SOUTHWEST RANCHES**

Town

ATTEST:

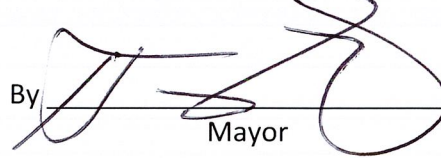


Town Clerk

Debra M. Ruesga, CMC, Town Clerk
(Print Name)

(SEAL)

Town of Southwest Ranches

By _____
Mayor

Steve Breitkreuz, Mayor

(Print Name and Title)

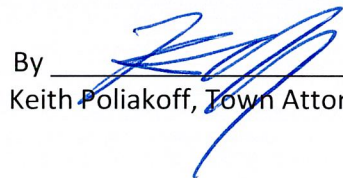
11th day of June, 2026

_____
Town Administrator

Russell Muñiz, Town Administrator

(Print Name)

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the parties:

By _____
Keith Poliakoff, Town Attorney

LOCATION MAP

SHEET 1 OF 1

SECTION 29, TOWNSHIP 50 SOUTH, RANGE 40 EAST

EXHIBIT A

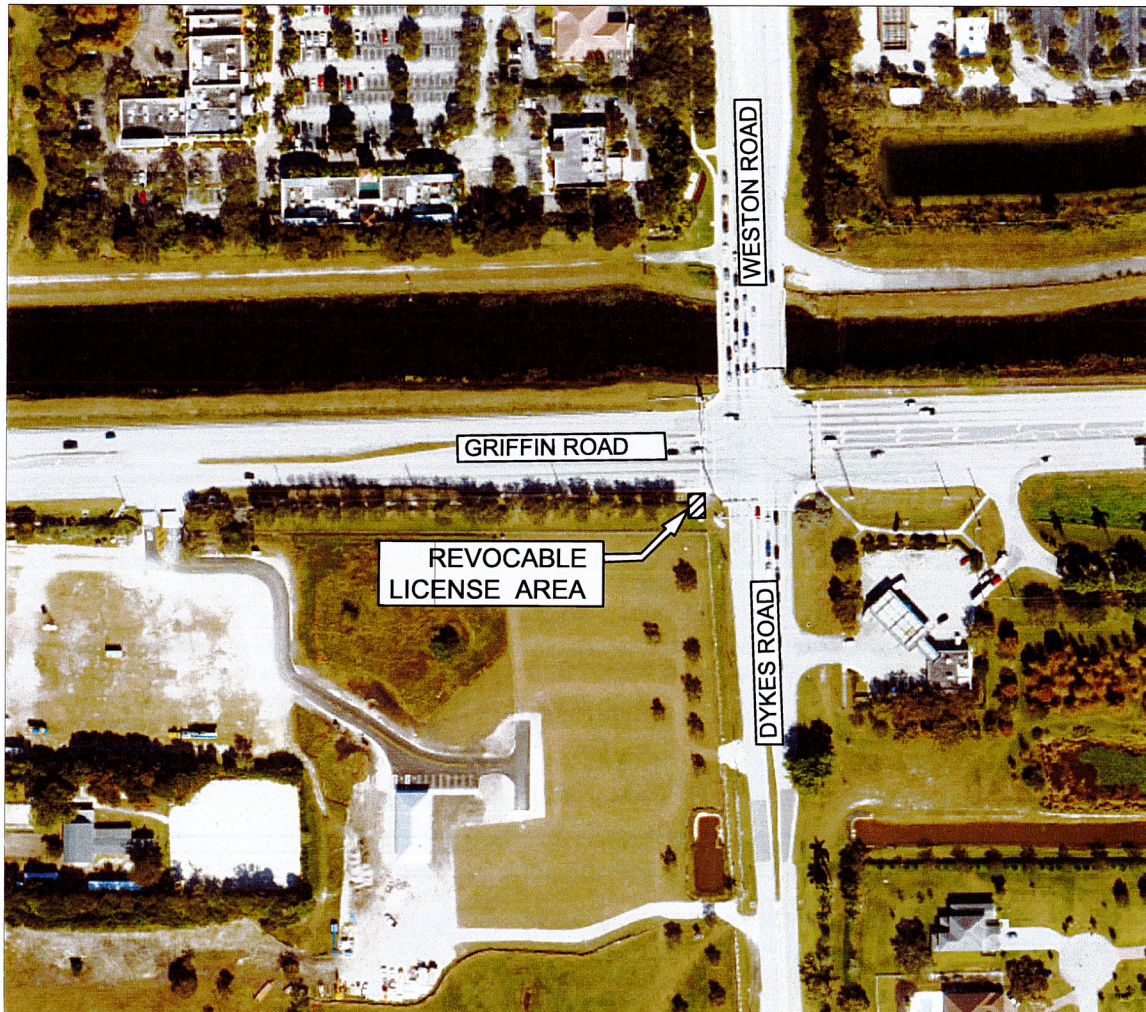
REVOCABLE LICENSE AGREEMENT BETWEEN BROWARD
COUNTY AND THE TOWN OF SOUTHWEST RANCHES

BROWARD COUNTY REFERENCE NO. 250318501



LEGEND:

 = REVOCABLE LICENSE AREA



Scale:	Drawn By:	Date:	Checked By:	Date:	File Location:
Not To Scale	SB	5/4/2026	TG	5/4/2026	E:\RW\Location Map\Agreements\RLA-2025-10.dwg

BROWARD COUNTY HIGHWAY CONSTRUCTION & ENGINEERING DIVISION

FOR: TOWN OF SOUTHWEST RANCHES

EXHIBIT A
LEGAL DESCRIPTION OF
REVOCABLE LICENSE AREA

16100 GRIFFIN ROAD

TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY FLORIDA

NOTES:

1. THIS SKETCH AND DESCRIPTION IS "NOT VALID" WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY (THIS IS NOT A SURVEY).
3. THIS LEGAL DESCRIPTION WAS PREPARED BY THIS FIRM WITHOUT THE BENEFIT OF A TITLE SEARCH. THE LEGAL DESCRIPTION SHOWN HEREON WAS AUTHORIZED BY CRAVEN THOMPSON & ASSOCIATES, INC. THERE COULD BE MATTERS OF RECORD THAT ARE NOT SHOWN HEREON.
4. THERE COULD BE EASEMENTS AND OTHER MATTERS OF RECORDS THAT ARE NOT SHOWN HEREON; FOR MORE INFORMATION SEE THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
5. THIS SKETCH AND DESCRIPTION CONSISTS OF 3 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHER.
6. THE BEARINGS SHOWN HEREON ARE BASED ON A PLAT BEARING OF NORTH 88°14'44" EAST ALONG THE NORTH LINE OF PARCEL B, SOUTHWEST MEADOWS SANCTUARY PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 178, PAGE 175, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
7. SEE SHEET 3 FOR A GRAPHIC DEPICTION (SKETCH) OF THE PROPERTY DESCRIBED HEREON.

CERTIFICATE:

WE HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION AND OTHER PERTINENT DATA SHOWN HEREON, OF THE ABOVE DESCRIBED PROPERTY, CONFORMS TO THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN CHAPTER 5J-17, (FLORIDA ADMINISTRATIVE CODE) AS ADOPTED BY DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES AND THAT SAID SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

CRAVEN THOMPSON & ASSOCIATES, INC.
LICENSED BUSINESS NUMBER #271

Richard Crawford
Digitally signed
by Richard
Crawford

RICHARD G. CRAWFORD JR.
PROFESSIONAL SURVEYOR OR MAPPER
STATE OF FLORIDA
Date: 2025.10.24

THIS SKETCH AND DESCRIPTION OR COPIES HEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR A UNIQUE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER UNDER CHAPTER 5J-17.061 & 5J-17.062 FLORIDA ADMINISTRATIVE CODE.

\\CTAFILE02\SURVEY_PROJECTS\PROJECTS\2025\25-0034-001-01 MONUMENT SIGN EASEMENTS\DRAWINGS\SKETCH_AND_DESC\25-0034-001 LICENSE AGREEMENT_16100

THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown hereon.

The undersigned and CRAVEN-THOMPSON & ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, set back lines, reservations, AREAs and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification. Lands shown hereon were not abstracted for right-of-way and/or easements of record.

UPDATES and/or REVISIONS	DATE	BY	CK'D
ADD 5' LANDSCAPE BUFFER	10/10/25	RGC	RGC
REVISED SKETCH AND DESCRIPTION	10/23/25	AC	RGC

CRAVEN • THOMPSON & ASSOCIATES, INC.
ENGINEERS • PLANNERS • SURVEYOR'S
3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-6409 TEL: (954) 739-6400
FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 271
MATERIAL SHOWN HEREON IS THE PROPERTY OF CRAVEN-THOMPSON & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION. COPYRIGHT (C) 2024

JOB NO.: 25-0034-001	SHEET 1 OF 3
DRAWN BY: AC	F.B. N/A PG. N/A
CHECKED BY: RGC	DATED: 07/21/2025

EXHIBIT A
SKETCH DESCRIPTION OF
REVOCABLE LICENSE AREA

16100 GRIFFIN ROAD
TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF GRIFFIN ROAD RIGHT-OF-WAY, FURTHER MORE BEING A PORTION OF THAT CERTAIN RIGHT-OF-WAY EASEMENT, ACCORDING TO THE OFFICIAL RECORD BOOK 20827, PAGE 33, OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST NORTHWESTERLY NORTHEAST CORNER OF PARCEL B, SOUTHWEST MEADOWS SANCTUARY PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 178, PAGE 175 OF SAID PUBLIC RECORDS;

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 8.86 FEET;

THENCE NORTH 90°00'00" EAST, A DISTANCE OF 8.03 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 10.00 FEET;

THENCE NORTH 90°00'00" EAST, A DISTANCE OF 6.00 FEET;

THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 10.00 FEET;

THENCE NORTH 90°00'00" WEST, A DISTANCE OF 6.00 FEET BACK TO THE POINT OF BEGINNING

SAID LANDS SITUATE, LYING AND BEING IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY FLORIDA, AND CONTAINING 60 SQUARE FEET, MORE OR LESS.

\\CTAFILE02\SURVEY_PROJECTS\PROJECTS\2025\25-0034-001-01 MONUMENT SIGN EASEMENTS\DRAWINGS\SKETCH_AND_DESC\25-0034-001_LJCESNSE AGREEMENT_16100 GRIFFIN



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JOB NO.: 25-0034-001

SHEET 2 OF 3

DRAWN BY: AC

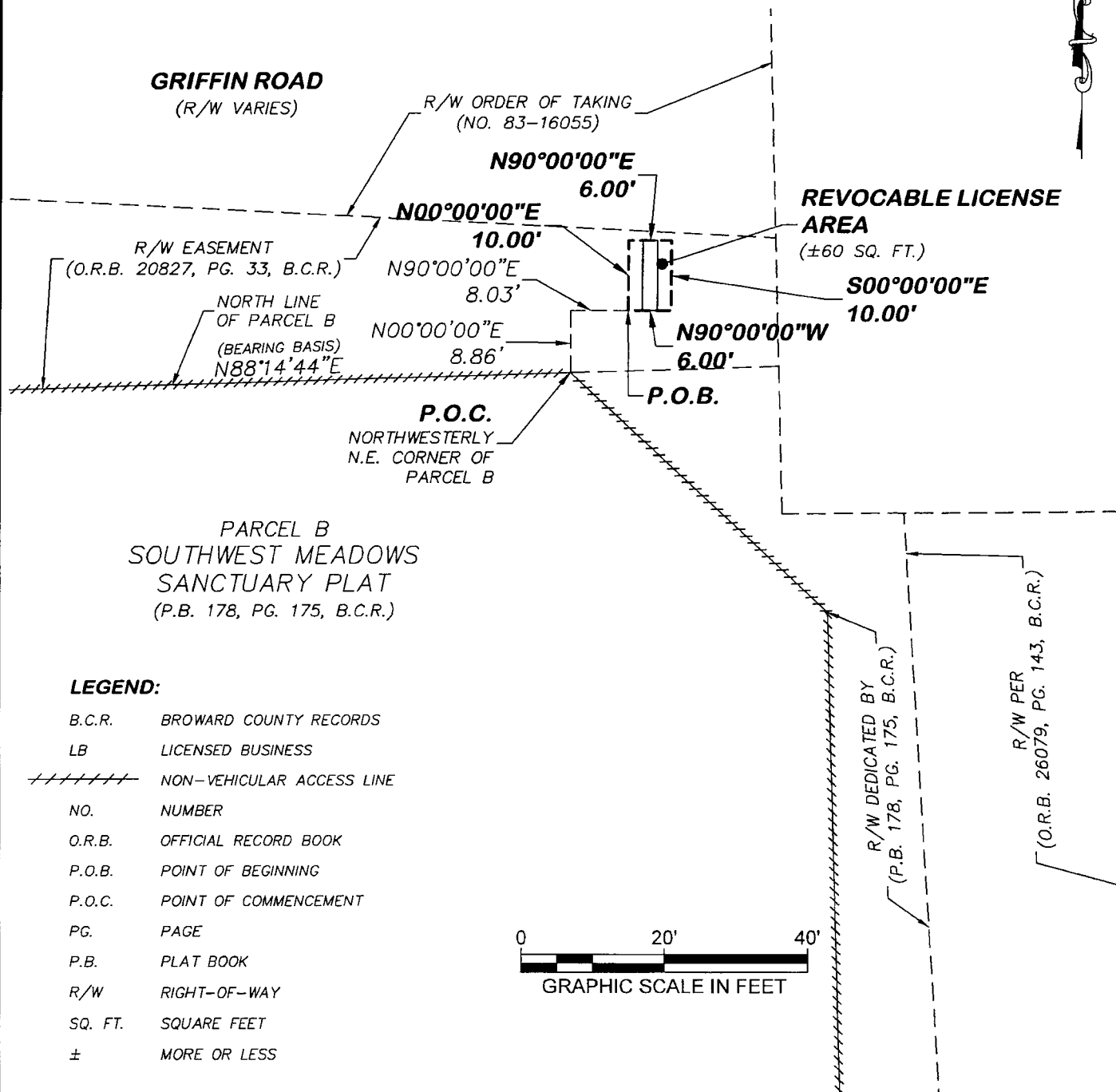
F.B. N/A PG. N/A

CHECKED BY: RGC

DATED: 07/21/2025

EXHIBIT A SKETCH DESCRIPTION OF REVOCABLE LICENSE AREA

16100 GRIFFIN ROAD
TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA



\\CTAF02\SURVEY_PROJECTS\PROJECTS\2025\25-0034-001-01 MONUMENT SIGN EASEMENTS\DRAWINGS\SKETCH_AND_DESC\25-0034-001_LICENNSE AGREEMENT_16100 GRIFFIN



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JOB NO.: 25-0034-001	SHEET 3 OF 3
DRAWN BY: AC	F.B. N/A PG. N/A
CHECKED BY: RGC	DATED: 07/21/2025

EXHIBIT B

Revocable License Agreement between Broward County and the Town of Southwest Ranches for the installation of Improvements within the Revocable License Area

Scope of Improvements

Installation of Monument sign and landscaping within the Revocable License Area.

All work will be according to 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 Broward County Highway Construction and Engineering Division under Project Reference No. 250318501

It is a requirement that at least 50% of the landscaping shall be native species. Additionally, all landscaping shall be properly installed, maintained, and fertilized in accordance with the Broward County NatureScape program and Florida-Friendly Landscaping principles.

EXHIBIT C

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

General Requirements

Town shall provide maintenance in the Revocable License Area as described herein and in accordance with all articles of this Agreement. The specifications herein are the minimum standards and do not prevent the Town from performing additional measures necessary to ensure proper maintenance.

Sign Maintenance Specifications:

- Damage to signs must be repaired within thirty (30) days of notification to the Town.
- Damage to signs that may pose a safety hazard to the public must be repaired or remediated within twenty-four (24) hours of notification to the Town.
- Repair and replace all damaged, deficient, unsafe, or non-functional materials due to any cause, including but not limited to normal wear and tear, acts of God, vandalism, and accidents.
- Promptly replace all defective or unsightly materials or sign components, as well as materials and sign components that the Contract Administrator determines, in his/her reasonable discretion, should be replaced for safety and/or aesthetic 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.

Landscape and Irrigation Maintenance Specifications for any landscape and irrigation located within the Revocable License Area:

- Fertilize all vegetation on a routine timeframe to meet the requirement of each plant species.
- Maintain all vegetation free from disease. Monitor and control undesirable insects and ant mounds.
- Mulch the vegetation beds and keep them free from weeds. All mulched areas shall be replenished at a minimum of once a year. Mulch shall be maintained to a depth of three (3) inches. The preferred type of mulch is shredded melaleuca or pine bark.
- Cut the grass and trim all plant material, including ground cover, shrubs, plants, bases of palms and hedges, at an appropriate interval to maintain a neat and proper appearance.
- Prune all plants to remove all dead or diseased parts of plants and all parts of plants that block or obscure motorist line of sight to/from side street.
- Remove and replace all vegetation that is dead or diseased with new vegetation. Ensure that the new vegetation is of the same grade as specified in the original approved plans and specifications and the same size as those existing at the time of replacement.
- Remove litter and illegal dumping from the Revocable License Area.
- Maintain shrubs at a maximum height of twenty-four (24) inches to ensure sight visibility per Florida Department of Transportation/Broward County guidelines.
- At the completion of landscape trimming/mowing, all trimmed material, along with any trash/litter within the Revocable License Area shall be removed from the site.
- Town must address landscape deficiencies within thirty-six (36) hours following notification to the Town.
- Maintain irrigation in working order, including the maintenance and replacement of pumps, pipes, and sprinkler heads.
- Adjust all heads for proper operation and direction to prevent spray into or across roadways, walkways, or other vehicular or pedestrian areas.

- Clear grass, debris, or vegetation that may hinder the operation of the sprinkler heads.
- Clear vegetation from valve boxes. Maintain valve box visibility and access at all times.
- Inspect irrigation system for clogged or improperly adjusted nozzles and spray heads. Adjust heads and/or replace heads as needed.
- Replace broken pipes, solenoids, electric valves, rain sensor heads, and all other related parts that may negatively impact the irrigation system.
- Inspect and refill rust inhibitor tank(s) to prevent the development of rust stains on hard surfaces.
- Repairs to the irrigation system must be completed within twenty-four (24) hours of notification to the Town.