

RESOLUTION 2017-061

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A REVOCABLE LICENSE AGREEMENT WITH BROWARD COUNTY TO ALLOW THE TOWN'S ENTRANCEWAY SIGNS 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 right-of-way use permits for the installation of two (2) signs to identify the entrance to the Town of Southwest Ranches; and

WHEREAS, the two (2) signs will be constructed in the Griffin Road right-of-way near SW 160th Avenue (Dykes Road) and SW 184th Avenue (Bonaventure Boulevard), which is road right-of-way owned by Broward County; and

WHEREAS, Revocable License Agreements (RLA's) are required in order to obtain a right-of-way use permit from Broward County; and

WHEREAS, both Broward County and the Town desire to execute two (2) formal RLA's, to allow the Town to utilize Broward County's right-of-way for the above referenced signs; and

WHEREAS, the RLA's provide that the Town must maintain the signs; and

WHEREAS, the Town Council believes that the two (2) RLA's are 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 RLA's between the Town and Broward County to allow two (2) signs 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 RLA's 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 13th day of September, 2017 on a motion by

Council Member Schroeder and seconded by Vice Mayor Breitkreuz.

McKay	<u>Yes</u>
Breitkreuz	<u>Yes</u>
Fisikelli	<u>Yes</u>
Jablonski	<u>Yes</u>
Schroeder	<u>Yes</u>

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


Doug McKay, Mayor

Attest:


Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:


Keith Poliakov, Town Attorney

REVOCABLE LICENSE AGREEMENT

Between

BROWARD COUNTY

And

TOWN OF SOUTHWEST RANCHES

FOR

NON-EXCLUSIVE ACCESS AND USE OF COUNTY RIGHT-OF-WAY

THIS IS AN AGREEMENT made and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY,"

and

The Town of Southwest Ranches, a municipal corporation located in Broward County, Florida, organized and existing under the laws of the State of Florida, hereinafter referred to as the "LICENSEE," (collectively referred to as the "Parties").

WHEREAS, Griffin Road between Bonaventure Boulevard and SW 178th Avenue is a Broward County roadway within the municipal limits of the LICENSEE (the "Roadway"); and

WHEREAS, LICENSEE seeks the non-exclusive access and use, as more fully described and illustrated in Exhibit "A," attached hereto and incorporated herein, within a portion of COUNTY's Roadway right-of-way; and

WHEREAS, COUNTY is willing to permit the LICENSEE the non-exclusive access and use of a portion of the Roadway right-of-way described in Exhibit "B," attached hereto and incorporated herein (the "Property"); and

WHEREAS, the Parties have agreed to enter into this Revocable License Agreement in relation to the access and use of the Property, as provided below; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, and covenants hereinafter set forth, COUNTY and LICENSEE agree as follows:

1. The above recitals and representations are true and correct and are incorporated herein.
2. DESCRIPTION OF PROPERTY. That portion of the Roadway right-of-way as more specifically described in Exhibit "B," attached hereto and incorporated herein (the "Property").
3. TERM. The term of this Agreement shall commence upon its execution by all Parties and shall continue until this Agreement is terminated as provided for in Article 12 herein below.
4. USE OF PROPERTY. COUNTY hereby grants to LICENSEE the revocable license for non-exclusive access and use of the Property only for the purpose(s) designated below (the "improvements"), including the ongoing maintenance and repair thereof, which is more fully described and illustrated in Exhibit "A," attached hereto and incorporated herein, hereinafter referred to as the "Licensed Use." The improvements must meet COUNTY minimum standards as set forth in "Minimum Standards Applicable to Public Rights-of-Ways Under Broward County Jurisdiction." The Property shall not be used for any other purpose whatsoever without written amendment of this Agreement. LICENSEE shall not permit the Property to be used in any manner which will violate any laws or regulations of any governmental entity or agency.

PLEASE CHECK THE APPROPRIATE BOX BELOW FOR THE IMPROVEMENTS

- ☐ Landscaping, irrigation, and hardscape.
- ☒ Monument sign.
- ☐ Other (explain): _____
- _____
- _____

- 4.1 LICENSEE shall submit plans for the installation of the improvements, together with a schedule for the ongoing maintenance thereof, to the Broward County Highway Construction and Engineering Division at least thirty (30) days before installation, and shall not install the improvements until written approval is obtained from the Director, Broward County Highway Construction and Engineering Division (the "Director"). If landscaping is part of the improvements, the landscaping plans shall incorporate a minimum fifty percent (50%) native species by plant types (i.e. canopy tree, palm tree, and shrub) and, together with the schedule for the ongoing maintenance, shall comply with the Broward County Naturescape program and Florida-Friendly Landscaping principles.

- 4.2 LICENSEE shall notify the Director within five (5) days after installation of the improvements. The Director may require LICENSEE to reinstall or remove the improvements, if the improvements or use do not comply with this Agreement or the approved plans.
- 4.3 COUNTY, its agents or authorized employees, shall continue to have unimpeded and unrestricted access to the Property at any and all times to examine it to determine if LICENSEE is properly using and maintaining the Property pursuant to the terms and conditions of this Agreement.
- 4.4 Any replacement of the improvements by LICENSEE shall require the prior submittal of plans and approval by the Director, consistent with the requirements under Sections 4.1 and 4.2, above.
- 4.5 The obligations of LICENSEE as set forth in this Agreement may be performed by LICENSEE through the use of its employees, or LICENSEE may enter into a contract with a third party to perform the services. In the event LICENSEE contracts with a third party, LICENSEE shall remain fully responsible hereunder and shall ensure that its contractor complies at all times with each and every term, condition, duty, and obligation set forth herein.
5. COMPENSATION. No payment to COUNTY shall be made by LICENSEE for the privileges granted in this Agreement.
6. ASSIGNMENT. Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the COUNTY. Should LICENSEE attempt to do so, then this Agreement shall terminate immediately, without prior notice to LICENSEE.
7. DAMAGE TO PROPERTY. LICENSEE shall not by its access or use cause damage to the Property. The Parties agree that all improvements and personal property placed by LICENSEE upon the Property shall remain the property of LICENSEE, and shall be placed upon the Property at the risk of LICENSEE. LICENSEE shall give the COUNTY, or its agent, prompt written notice by registered or certified mail of any occurrence, incident, or accident occurring on the Property.
8. INDEMNIFICATION OF COUNTY.
- 8.1 LICENSEE is an entity subject to Section 768.28, Florida Statutes, as may be amended from time to time, and agrees to be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law. To the extent permitted by law, LICENSEE specifically agrees to indemnify and hold harmless COUNTY, its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, related to the placement, maintenance, or repair of the

improvements within the Property. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by LICENSEE to be sued by third parties in any matter arising out of this Agreement or any other contract.

- 8.2 In the event that LICENSEE contracts with a third party to perform any of LICENSEE's obligations under this Agreement, any contract with such third party shall include the following provisions:

8.2.1 Indemnification: LICENSEE's contractor shall indemnify and hold harmless COUNTY, its officers, agents, and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of LICENSEE's contractor, and other persons employed or utilized by LICENSEE's contractor in the performance of this Agreement. These indemnifications shall survive the term of this Agreement. To the extent permitted by law, in the event that any action or proceeding is brought against COUNTY by reason of any such claim or demand, LICENSEE's contractor shall, upon written notice from COUNTY, resist and defend such action or proceeding by counsel satisfactory to COUNTY.

8.2.2 To the extent permitted by law, the indemnification provided above shall obligate LICENSEE's contractor to defend, at its own expense, to and through appellate, supplemental, or bankruptcy proceeding, or to provide for such defense, at COUNTY's option, any and all claims of liability and all suits and actions of every name and description covered by subsection 8.2.1 above which may be brought against COUNTY, whether services were performed by LICENSEE's contractor or persons employed or utilized by LICENSEE's contractor.

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

9. INSURANCE.

9.1 LICENSEE shall furnish COUNTY with written verification of liability protection in accordance with state law prior to final execution of this Agreement. Additionally, if LICENSEE elects to purchase excess liability coverage, LICENSEE agrees that COUNTY will be furnished with a Certificate of Insurance listing "Broward County" as certificate holder and an additional insured.

9.2 In the event that LICENSEE contracts with a third party to perform any of

LICENSEE's obligations under this Agreement, any contract with such third party shall include, at a minimum, the following provisions:

9.2.1 Insurance: LICENSEE's contractor shall keep and maintain, at contractor's sole cost and expense, insurance of the types and minimum amounts as set forth on Exhibit "C," and specifically protect COUNTY by naming "Broward County" as an additional insured under the Commercial General Liability Insurance policy as well as any Excess Liability policy.

9.2.2 LICENSEE's contractor, upon request, shall furnish to the COUNTY, Certificates of Insurance and Endorsements evidencing the insurance coverage specified above prior to beginning the performance of work under this Agreement.

9.2.3 Coverage is not to cease and is to remain in full force and effect until all performance required of LICENSEE's contractor is completed.

10. MAINTENANCE, REPAIRS, AND OTHER OBLIGATIONS. LICENSEE shall be responsible for all costs associated with the Licensed Use of the Property, including maintenance and repair, utility relocations, mitigation of landscaping, and costs for repairing any damage to the Property or adjacent right-of-way. LICENSEE shall keep the Property clean, sanitary, and free from trash and debris. LICENSEE specifically agrees to install, maintain, and repair the improvements as detailed in the approved plans as shown in Exhibit "A," in a manner that will not pose a hazard to persons or vehicles on adjacent property or the right-of-way.

11. SECURITY. (Check one)

☐ LICENSEE is obligated to maintain with the COUNTY adequate security in the form of a cash bond or letter of credit in the amount of \$_____ to ensure the ongoing maintenance and repair of the improvements during the term of this Agreement and to ensure restoration of the Property following termination.

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

12. TERMINATION. This Agreement is merely a right to access and use, and grants no estate in the Property. This Agreement may be terminated by COUNTY, through the Broward County Board of County Commissioners or the Broward County Administrator, with or without cause and at any time during the term hereof, upon thirty (30) days written notice to LICENSEE. It is expressly understood by the Parties that LICENSEE is receiving from COUNTY a revocable license which may be terminated at any time by COUNTY for any or no cause whatsoever.

13. SURRENDER UPON TERMINATION.

LICENSEE shall peaceably surrender its use of and deliver the Property to the COUNTY, or its agents, immediately upon expiration or termination of this Agreement.

LICENSEE shall remove from the Property, at LICENSEE's own expense, the improvements placed upon it unless the COUNTY, in writing, authorizes LICENSEE to leave the improvements on the Property. 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 the LICENSEE to restore the Property. LICENSEE agrees to restore the Property to its original or a safe condition, as determined by and at the sole discretion of the Director, following removal of the improvements. LICENSEE shall be obligated to repair or pay for any damage to COUNTY property resulting from the removal of the improvements.

14. WAIVER. Failure of the 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 Article 22 below.

15. NOTICES.

Whenever either Party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgement of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this article. For the present, the Parties designate the following:

For COUNTY:

Director, Broward County Highway Construction and
Engineering Division
1 North University Drive, Suite 300B
Plantation, FL 33324-2038

For LICENSEE:

Southwest Ranches Town Administrator

13400 Griffin Road

Southwest Ranches, FL 33330

16. 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 herein is invalid, it shall be considered deleted from this Agreement, and such deletion shall not invalidate the remaining provisions.
17. COMPLIANCE WITH LAWS. LICENSEE shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations relating to the use of the Property.
18. 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. All Parties acknowledge and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which any party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EACH 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 ARTICLE, 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.**
19. INTERPRETATION. The headings contained in this Agreement are for reference purposes only and shall 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.
20. EXHIBITS. The attached Exhibits "A," "B," and "C" are incorporated into and made a part of this Agreement.

21. 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.
22. 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 COUNTY and LICENSEE.
23. CHANGES TO FORM AGREEMENT. LICENSEE represents and warrants that there have been no revisions, alterations, or changes whatsoever to this form Agreement without the prior written consent of the County Attorney's Office. Any unapproved changes shall be deemed a default of this Agreement and of no legal effect.

[THE REMAINDER OF THIS PAGE 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 _____, 20__, and _____, 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
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____
Signature (Date)

By _____
(Date)
Assistant County Attorney

Print Name and Title above

Deputy County Attorney

8/8/14
RLA(Municipal-general)_vFORM(2014-0808)

REVOCABLE LICENSE AGREEMENT BETWEEN BROWARD COUNTY AND
TOWN OF SOUTHWEST RANCHES FOR NON-EXCLUSIVE ACCESS
AND USE OF A PORTION OF COUNTY RIGHT-OF-WAY.

LICENSEE

ATTEST:


Municipal Clerk

Russell Moniz
(Print or Type Name)

(SEAL)

Town of Southwest Ranches

By 
Mayor-Commissioner

Doug McKay, Mayor

(Print or Type Name)

13th day of September, 2017.


Municipal Manager

13th day of September, 2017.

APPROVED AS TO FORM:

By 
Municipal Attorney

Exhibit "A"

Project Description

The project consists of installing an entranceway sign along Griffin Road. The entranceway sign has an aesthetic design meeting the rural lifestyle of the Town of Southwest Ranches. The sign incorporates the Town's seal.

Location

The Town desires to install the entranceway sign in the southern grassed shoulder of Griffin Road near Bonaventure Boulevard. Please see the attached sketch and legal description in Exhibit "B" for the exact location.

Placement

The Town entranceway sign will be placed in the southern shoulder at least four feet back of the existing Type "F" curb. The sign will be within a 15' x 15' designated area identified in Exhibit "B". The bottom member of the sign is between 3.5 feet to 4.0 feet above the road. It is anticipated that the existing landscaping on the shoulder will not be disturbed.

The sign panel is three feet wide by four feet and a half feet high (face area is approximately 12 square feet) and approximately 8.5 feet above the existing ground or top of the existing curb. The sign posts are 3.5 inches round aluminum material with 3/16 in thick walls. The sign posts will be installed on two diameter class I concrete at three feet depth. The installation will meet the requirement for 130 MPH wind speed per FDOT Index No. 11860. Solar lighting is a part of this permit request.

Maintenance

The Town of Southwest Ranches will be responsible for the maintenance of the Town entranceway sign, solar lighting, and the installed low landscaping around the sign in accordance with the Revocable License Agreement. All landscaping shall be properly installed, maintained, and fertilized in accordance with Broward County Naturescape program and Florida-Friendly Landscaping principles.

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

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

Construction Schedule

The construction of the sign will commence upon receipt of the Broward County Highway Construction and Engineering Division permit. PHI Construction, Inc. will construct and install the sign for the Town of Southwest Ranches. A Broward County Inspector will be

requested to attend a pre-construction meeting and will be notified of the construction schedule.

A full-sized set of plans, together with a schedule for the maintenance thereof, are on file with the Broward County Highway Construction and Engineering Division under Project Reference No. 170609502

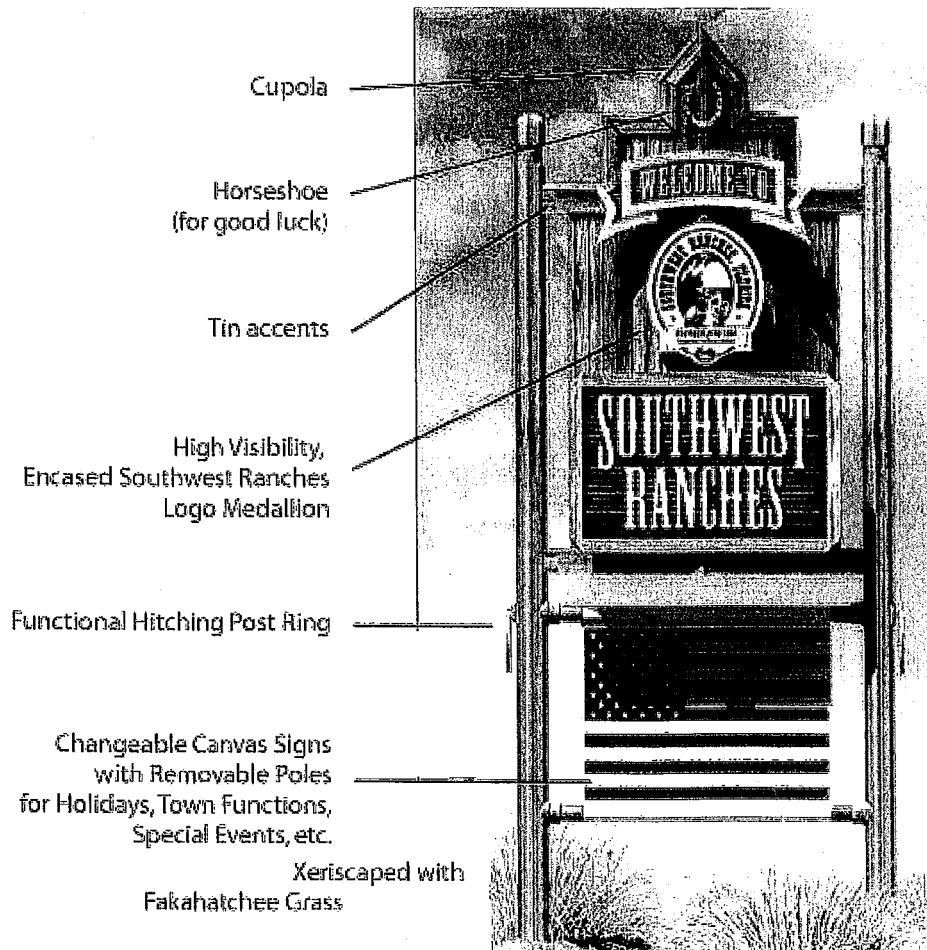


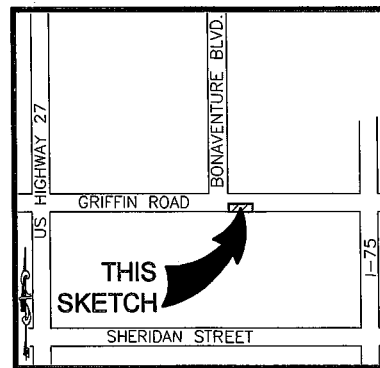
EXHIBIT "B"

LEGAL DESCRIPTION:

A PORTION OF THE GRIFFIN ROAD RIGHT OF WAY, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WESTERLY MOST NORTHEAST CORNER OF LOT 1, TARA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 162, PAGE 20 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTH 88°07'42" EAST ON THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 172.25 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF THAT CERTAIN PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 43086, PAGE 842, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE DEPARTING SAID EASTERLY EXTENSION, NORTH 43°07'59" EAST, ON SAID NORTH LINE, 41.94 FEET; THENCE DEPARTING SAID NORTH LINE, NORTH 00°53'03" EAST, 36.54 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT; THENCE NORTH 01°45'21" WEST, 15.00 FEET; THENCE NORTH 88°14'39" EAST, 15.00 FEET; THENCE SOUTH 01°45'21" EAST, 15.00 FEET; THENCE SOUTH 88°14'39" WEST, 15.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA AND CONTAINING 225 SQUARE FEET, MORE OR LESS.



LOCATION MAP:
NOT TO SCALE

SURVEY NOTES:

1. THE LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
2. KEITH AND ASSOCIATES, INC. CERTIFICATE OF AUTHORIZATION NUMBER IS L.B.#6860.
3. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. IT IS A VIOLATION OF RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE TO ALTER THIS SKETCH AND DESCRIPTION WITHOUT THE EXPRESSED PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND DELETIONS MADE TO THE FACE OF THIS SKETCH AND DESCRIPTION WILL MAKE THIS DOCUMENT INVALID.
5. THIS SKETCH AND DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY.
6. BEARINGS SHOWN HEREON ARE PER THE PLAT OF TARA, AS RECORDED IN PLAT BOOK 162, PAGE 20, BROWARD COUNTY PUBLIC RECORDS, WITH A REFERENCE BEARING OF NORTH 88°07'42" EAST ALONG THE NORTH LINE OF LOT 1.
7. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
8. THE INTENDED DISPLAY SCALE FOR THIS SKETCH IS 1"=80' OR SMALLER.

CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH & DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS DEPICTED TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE INFORMATION AS WRITTEN UNDER MY DIRECTION ON JANUARY 11, 2016 MEETS THE STANDARDS OF PRACTICE, RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

KEITH & ASSOCIATES, INC.
CONSULTING ENGINEERS

LEE POWERS
PROFESSIONAL SURVEYOR AND MAPPER
REGISTRATION No. 6805
STATE OF FLORIDA

SKETCH & DESCRIPTION SIGN EASEMENT

A PORTION OF THE GRIFFIN
ROAD RIGHT-OF-WAY

TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA

KEITH
ASSOCIATES, INC.
consulting engineers
301 EAST ATLANTIC BOULEVARD
POMPAHO BEACH, FLORIDA 33060-6643
(954) 788-3400 FAX (954) 788-3500
EMAIL: mail@keith-associates.com LB NO. 6860

SHEET 1 OF 2

DRAWING NO. 08711.03 SKETCH & DESC. (Griffin & Bonaventure).deg

DATE 01/11/16

SCALE 1"=80'

FIELD BK. N/A

DWG. BY DDB

CHK. BY MMM

DATE REVISIONS

11/23/16 UPDATE CERTIFICATION

08/01/17 UPDATE PER COMMENTS



08/01/17	UPDATE PER COMMENTS
----------	---------------------

CERTIFICATE OF COVERAGE

Exhibit "C"

Certificate Holder

BROWARD COUNTY
115 SOUTH ANDREWS AVENUE
FORT LAUDERDALE, FL 33401

Administrator

Issue Date 8/10/17

Florida League of Cities, Inc.
Department of Insurance and Financial Services
P.O. Box 530065
Orlando, Florida 32853-0065

COVERAGES

THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT

COVERAGE PROVIDED BY:

FLORIDA MUNICIPAL INSURANCE TRUST**AGREEMENT NUMBER:** FMIT 1205**COVERAGE PERIOD:** FROM 10/1/16**COVERAGE PERIOD:** TO 10/1/17 12:01 AM STANDARD TIME**TYPE OF COVERAGE - LIABILITY****General Liability**

- ☒ Comprehensive General Liability, Bodily Injury, Property Damage, Personal Injury and Advertising Injury
- ☒ Errors and Omissions Liability
- ☒ Employment Practices Liability
- ☒ Employee Benefits Program Administration Liability
- ☒ Medical Attendants'/Medical Directors' Malpractice Liability
- ☒ Broad Form Property Damage
- ☐ Law Enforcement Liability
- ☒ Underground, Explosion & Collapse Hazard

Limits of Liability

* Combined Single Limit
Deductible N/A

Automobile Liability

- ☒ All owned Autos (Private Passenger)
- ☒ All owned Autos (Other than Private Passenger)
- ☒ Hired Autos
- ☒ Non-Owned Autos

Limits of Liability

* Combined Single Limit
Deductible N/A

TYPE OF COVERAGE - PROPERTY

- ☒ **Buildings**
 - ☐ Basic Form
 - ☒ Special Form
- ☒ **Personal Property**
 - ☐ Basic Form
 - ☒ Special Form
- ☒ Agreed Amount
- ☒ Deductible \$500
- ☒ Coinsurance 100%
- ☒ Blanket
 - ☐ Specific
- ☒ Replacement Cost
- ☐ Actual Cash Value

☒ **Miscellaneous**

- ☒ Inland Marine
- ☒ Electronic Data Processing
- ☒ Bond

Limits of Liability on File with Administrator**TYPE OF COVERAGE - WORKERS' COMPENSATION**

- ☒ Statutory Workers' Compensation
- ☒ Employers Liability
 - \$1,000,000 Each Accident
 - \$1,000,000 By Disease
 - \$1,000,000 Aggregate By Disease
- ☐ Deductible N/A
- ☐ SIR Deductible N/A

Automobile/Equipment - Deductible

- ☒ Physical Damage
- Per Schedule - Comprehensive - Auto
- Per Schedule - Collision - Auto
- Per Schedule - Miscellaneous Equipment

Other

* The limit of liability is \$200,000 Bodily Injury and/or Property Damage per person or \$300,000 Bodily Injury and/or Property Damage per occurrence. These specific limits of liability are increased to \$5,000,000 for General Liability and \$2,000,000 for Automobile Liability (combined single limit) per occurrence, solely for any liability resulting from entry of a claims bill pursuant to Section 768.28 (5) Florida Statutes or liability/settlement for which no claims bill has been filed or liability imposed pursuant to Federal Law or actions outside the State of Florida.

Description of Operations/Locations/Vehicles/Special Items

RE: Revocable License Agreement - Entranceway Signs: (1) Griffin near Dykes Road (SW 160 Ave) (2) Griffin near Bonaventura Blvd
RE: Events, activities, elections and functions authorized by the certificate holder involving the designated member while being held upon the premises of the certificate holder. The certificate holder is hereby added as an additional insured, except for Workers' Compensation and Employers Liability, as respects the member's liability for the above described event.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE AGREEMENT ABOVE.

Designated Member

Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches FL 33330-2628

Cancellations

SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

REVOCABLE LICENSE AGREEMENT

Between

BROWARD COUNTY

And

TOWN OF SOUTHWEST RANCHES

FOR

NON-EXCLUSIVE ACCESS AND USE OF COUNTY RIGHT-OF-WAY

THIS IS AN AGREEMENT made and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY,"

and

The Town of Southwest Ranches, a municipal corporation located in Broward County, Florida, organized and existing under the laws of the State of Florida, hereinafter referred to as the "LICENSEE," (collectively referred to as the "Parties").

WHEREAS, Griffin Road between SW 160th Avenue (Dykes Road and SW 163rd Avenue is a Broward County roadway within the municipal limits of the LICENSEE (the "Roadway"); and

WHEREAS, LICENSEE seeks the non-exclusive access and use, as more fully described and illustrated in Exhibit "A," attached hereto and incorporated herein, within a portion of COUNTY's Roadway right-of-way; and

WHEREAS, COUNTY is willing to permit the LICENSEE the non-exclusive access and use of a portion of the Roadway right-of-way described in Exhibit "B," attached hereto and incorporated herein (the "Property"); and

WHEREAS, the Parties have agreed to enter into this Revocable License Agreement in relation to the access and use of the Property, as provided below; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, and covenants hereinafter set forth, COUNTY and LICENSEE agree as follows:

1. The above recitals and representations are true and correct and are incorporated herein.
2. DESCRIPTION OF PROPERTY. That portion of the Roadway right-of-way as more specifically described in Exhibit "B," attached hereto and incorporated herein (the "Property").
3. TERM. The term of this Agreement shall commence upon its execution by all Parties and shall continue until this Agreement is terminated as provided for in Article 12 herein below.
4. USE OF PROPERTY. COUNTY hereby grants to LICENSEE the revocable license for non-exclusive access and use of the Property only for the purpose(s) designated below (the "improvements"), including the ongoing maintenance and repair thereof, which is more fully described and illustrated in Exhibit "A," attached hereto and incorporated herein, hereinafter referred to as the "Licensed Use." The improvements must meet COUNTY minimum standards as set forth in "Minimum Standards Applicable to Public Rights-of-Ways Under Broward County Jurisdiction." The Property shall not be used for any other purpose whatsoever without written amendment of this Agreement. LICENSEE shall not permit the Property to be used in any manner which will violate any laws or regulations of any governmental entity or agency.

PLEASE CHECK THE APPROPRIATE BOX BELOW FOR THE IMPROVEMENTS

- ☐ Landscaping, irrigation, and hardscape.
- ☒ Monument sign.
- ☐ Other (explain): _____
- _____
- _____

- 4.1 LICENSEE shall submit plans for the installation of the improvements, together with a schedule for the ongoing maintenance thereof, to the Broward County Highway Construction and Engineering Division at least thirty (30) days before installation, and shall not install the improvements until written approval is obtained from the Director, Broward County Highway Construction and Engineering Division (the "Director"). If landscaping is part of the improvements, the landscaping plans shall incorporate a minimum fifty percent (50%) native species by plant types (i.e. canopy tree, palm tree, and shrub) and, together with the schedule for the ongoing maintenance, shall comply with the Broward County Naturescape program and Florida-Friendly Landscaping principles.

- 4.2 LICENSEE shall notify the Director within five (5) days after installation of the improvements. The Director may require LICENSEE to reinstall or remove the improvements, if the improvements or use do not comply with this Agreement or the approved plans.
- 4.3 COUNTY, its agents or authorized employees, shall continue to have unimpeded and unrestricted access to the Property at any and all times to examine it to determine if LICENSEE is properly using and maintaining the Property pursuant to the terms and conditions of this Agreement.
- 4.4 Any replacement of the improvements by LICENSEE shall require the prior submittal of plans and approval by the Director, consistent with the requirements under Sections 4.1 and 4.2, above.
- 4.5 The obligations of LICENSEE as set forth in this Agreement may be performed by LICENSEE through the use of its employees, or LICENSEE may enter into a contract with a third party to perform the services. In the event LICENSEE contracts with a third party, LICENSEE shall remain fully responsible hereunder and shall ensure that its contractor complies at all times with each and every term, condition, duty, and obligation set forth herein.
5. COMPENSATION. No payment to COUNTY shall be made by LICENSEE for the privileges granted in this Agreement.
6. ASSIGNMENT. Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the COUNTY. Should LICENSEE attempt to do so, then this Agreement shall terminate immediately, without prior notice to LICENSEE.
7. DAMAGE TO PROPERTY. LICENSEE shall not by its access or use cause damage to the Property. The Parties agree that all improvements and personal property placed by LICENSEE upon the Property shall remain the property of LICENSEE, and shall be placed upon the Property at the risk of LICENSEE. LICENSEE shall give the COUNTY, or its agent, prompt written notice by registered or certified mail of any occurrence, incident, or accident occurring on the Property.
8. INDEMNIFICATION OF COUNTY.
- 8.1 LICENSEE is an entity subject to Section 768.28, Florida Statutes, as may be amended from time to time, and agrees to be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law. To the extent permitted by law, LICENSEE specifically agrees to indemnify and hold harmless COUNTY, its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, related to the placement, maintenance, or repair of the

improvements within the Property. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by LICENSEE to be sued by third parties in any matter arising out of this Agreement or any other contract.

8.2 In the event that LICENSEE contracts with a third party to perform any of LICENSEE's obligations under this Agreement, any contract with such third party shall include the following provisions:

8.2.1 Indemnification: LICENSEE's contractor shall indemnify and hold harmless COUNTY, its officers, agents, and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of LICENSEE's contractor, and other persons employed or utilized by LICENSEE's contractor in the performance of this Agreement. These indemnifications shall survive the term of this Agreement. To the extent permitted by law, in the event that any action or proceeding is brought against COUNTY by reason of any such claim or demand, LICENSEE's contractor shall, upon written notice from COUNTY, resist and defend such action or proceeding by counsel satisfactory to COUNTY.

8.2.2 To the extent permitted by law, the indemnification provided above shall obligate LICENSEE's contractor to defend, at its own expense, to and through appellate, supplemental, or bankruptcy proceeding, or to provide for such defense, at COUNTY's option, any and all claims of liability and all suits and actions of every name and description covered by subsection 8.2.1 above which may be brought against COUNTY, whether services were performed by LICENSEE's contractor or persons employed or utilized by LICENSEE's contractor.

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

9. INSURANCE.

9.1 LICENSEE shall furnish COUNTY with written verification of liability protection in accordance with state law prior to final execution of this Agreement. Additionally, if LICENSEE elects to purchase excess liability coverage, LICENSEE agrees that COUNTY will be furnished with a Certificate of Insurance listing "Broward County" as certificate holder and an additional insured.

9.2 In the event that LICENSEE contracts with a third party to perform any of

LICENSEE's obligations under this Agreement, any contract with such third party shall include, at a minimum, the following provisions:

9.2.1 Insurance: LICENSEE's contractor shall keep and maintain, at contractor's sole cost and expense, insurance of the types and minimum amounts as set forth on Exhibit "C," and specifically protect COUNTY by naming "Broward County" as an additional insured under the Commercial General Liability Insurance policy as well as any Excess Liability policy.

9.2.2 LICENSEE's contractor, upon request, shall furnish to the COUNTY, Certificates of Insurance and Endorsements evidencing the insurance coverage specified above prior to beginning the performance of work under this Agreement.

9.2.3 Coverage is not to cease and is to remain in full force and effect until all performance required of LICENSEE's contractor is completed.

10. MAINTENANCE, REPAIRS, AND OTHER OBLIGATIONS. LICENSEE shall be responsible for all costs associated with the Licensed Use of the Property, including maintenance and repair, utility relocations, mitigation of landscaping, and costs for repairing any damage to the Property or adjacent right-of-way. LICENSEE shall keep the Property clean, sanitary, and free from trash and debris. LICENSEE specifically agrees to install, maintain, and repair the improvements as detailed in the approved plans as shown in Exhibit "A," in a manner that will not pose a hazard to persons or vehicles on adjacent property or the right-of-way.

11. SECURITY. (Check one)

☐ LICENSEE is obligated to maintain with the COUNTY adequate security in the form of a cash bond or letter of credit in the amount of \$_____ to ensure the ongoing maintenance and repair of the improvements during the term of this Agreement and to ensure restoration of the Property following termination.

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

12. TERMINATION. This Agreement is merely a right to access and use, and grants no estate in the Property. This Agreement may be terminated by COUNTY, through the Broward County Board of County Commissioners or the Broward County Administrator, with or without cause and at any time during the term hereof, upon thirty (30) days written notice to LICENSEE. It is expressly understood by the Parties that LICENSEE is receiving from COUNTY a revocable license which may be terminated at any time by COUNTY for any or no cause whatsoever.

13. SURRENDER UPON TERMINATION.

LICENSEE shall peaceably surrender its use of and deliver the Property to the COUNTY, or its agents, immediately upon expiration or termination of this Agreement.

LICENSEE shall remove from the Property, at LICENSEE's own expense, the improvements placed upon it unless the COUNTY, in writing, authorizes LICENSEE to leave the improvements on the Property. 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 the LICENSEE to restore the Property. LICENSEE agrees to restore the Property to its original or a safe condition, as determined by and at the sole discretion of the Director, following removal of the improvements. LICENSEE shall be obligated to repair or pay for any damage to COUNTY property resulting from the removal of the improvements.

14. WAIVER. Failure of the 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 Article 22 below.

15. NOTICES.

Whenever either Party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgement of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this article. For the present, the Parties designate the following:

For COUNTY:

Director, Broward County Highway Construction and
Engineering Division
1 North University Drive, Suite 300B
Plantation, FL 33324-2038

For LICENSEE:

Southwest Ranches Town Administrator

13400 Griffin Road

Southwest Ranches, FL 33330

16. 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 herein is invalid, it shall be considered deleted from this Agreement, and such deletion shall not invalidate the remaining provisions.
17. COMPLIANCE WITH LAWS. LICENSEE shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations relating to the use of the Property.
18. 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. All Parties acknowledge and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which any party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EACH 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 ARTICLE, 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.**
19. INTERPRETATION. The headings contained in this Agreement are for reference purposes only and shall 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.
20. EXHIBITS. The attached Exhibits "A," "B," and "C" are incorporated into and made a part of this Agreement.

21. 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.
22. 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 COUNTY and LICENSEE.
23. CHANGES TO FORM AGREEMENT. LICENSEE represents and warrants that there have been no revisions, alterations, or changes whatsoever to this form Agreement without the prior written consent of the County Attorney's Office. Any unapproved changes shall be deemed a default of this Agreement and of no legal effect.

[THE REMAINDER OF THIS PAGE 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 _____, 20__, and _____, 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
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____
Signature (Date)

Print Name and Title above

By _____
(Date)
Assistant County Attorney

Deputy County Attorney

8/8/14
RLA(Municipal-general)_vFORM(2014-0808)

REVOCABLE LICENSE AGREEMENT BETWEEN BROWARD COUNTY AND
TOWN OF SOUTHWEST RANCHES FOR NON-EXCLUSIVE ACCESS
AND USE OF A PORTION OF COUNTY RIGHT-OF-WAY.

LICENSEE

ATTEST:



Municipal Clerk

Russell Muniz
(Print or Type Name)

(SEAL)

Town of Southwest Ranches

By

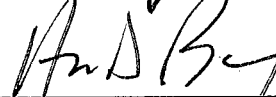


Mayor-Commissioner

Doug McKay, Mayor

(Print or Type Name)

13th day of September, 2017.



Municipal Manager

13th day of September, 2017.

APPROVED AS TO FORM:

By



Municipal Attorney

Exhibit "A"

Project Description

The project consists of installing an entranceway sign along Griffin Road. The entranceway sign has an aesthetic design meeting the rural lifestyle of the Town of Southwest Ranches. The sign incorporates the Town's seal.

Location

The Town desires to install the entranceway sign in the northern grassed shoulder of Griffin Road near SW 160th Avenue (Dykes Road). Please see the attached sketch and legal description in Exhibit "B" for the exact location.

Placement

The Town entranceway sign will be placed in the northern shoulder at least four feet back of the existing Type "F" curb. The sign will be within a 15' x 15' designated area identified in Exhibit "B". The bottom member of the sign is between 3.5 feet to 4.0 feet above the road. It is anticipated that the existing landscaping on the shoulder will not be disturbed.

The sign panel is three feet wide by four feet and a half feet high (face area is approximately 12 square feet) and approximately 8.5 feet above the existing ground or top of the existing curb. The sign posts are 3.5 inches round aluminum material with 3/16 in thick walls. The sign posts will be installed on two diameter class I concrete at three feet depth. The installation will meet the requirement for 130 MPH wind speed per FDOT Index No. 11860. Solar lighting is a part of this permit request.

Maintenance

The Town of Southwest Ranches will be responsible for the maintenance of the Town entranceway sign, solar lighting, and the installed low landscaping around the sign in accordance with the Revocable License Agreement. All landscaping shall be properly installed, maintained, and fertilized in accordance with Broward County Naturescape program and Florida-Friendly Landscaping principles.

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

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

Construction Schedule

The construction of the sign will commence upon receipt of the Broward County Highway Construction and Engineering Division permit. PHI Construction, Inc. will construct and install the sign for the Town of Southwest Ranches. A Broward County Inspector will be requested to attend a pre-construction meeting and will be notified of the construction schedule.

A full-sized set of plans, together with a schedule for the maintenance thereof, are on file with the Broward County Highway Construction and Engineering Division under Project Reference No.170609503.

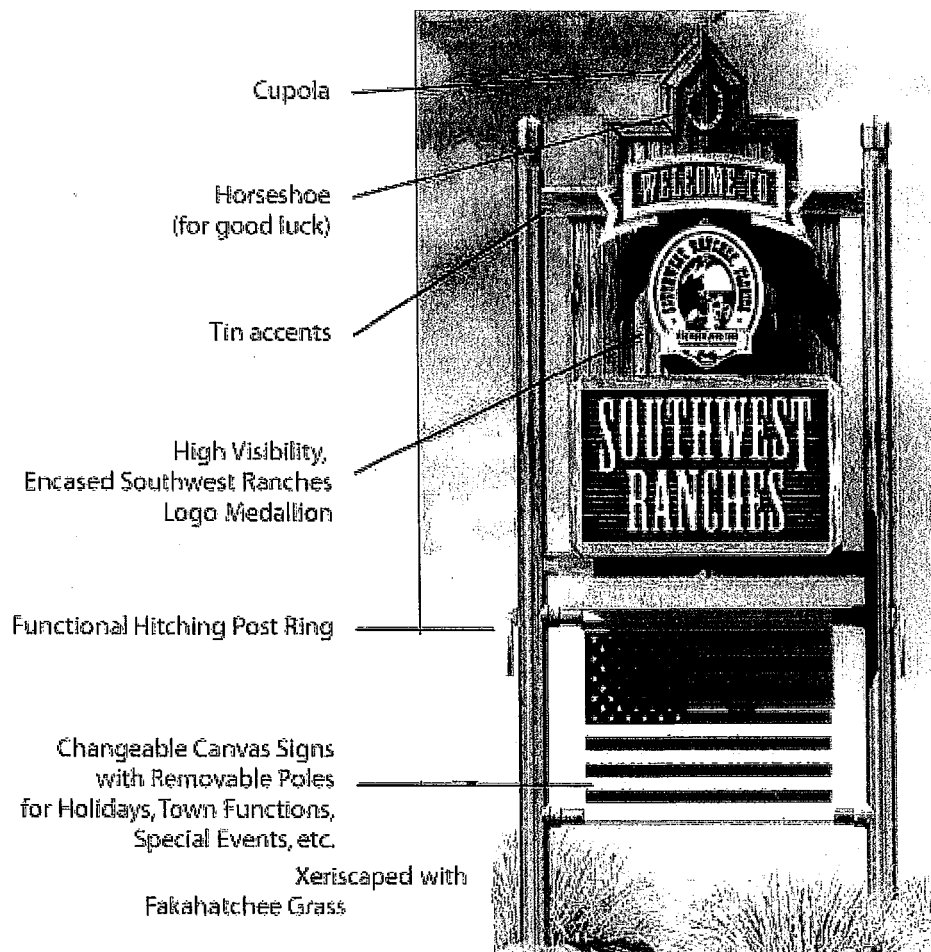


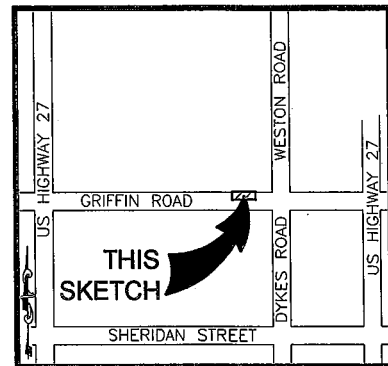
EXHIBIT "B"

LEGAL DESCRIPTION:

A PORTION OF THE GRIFFIN ROAD RIGHT OF WAY TOGETHER WITH A PORTION OF THE C-11 CANAL RIGHT OF WAY, SAID PORTIONS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF TRACT "C", WESTON COMMONS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 173, PAGE 67 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE SOUTH 88°15'24" WEST ALONG THE SOUTH OF SAID TRACT "C", 43.11 FEET; THENCE, DEPARTING SAID SOUTH LINE, SOUTH 01°44'36" WEST, 224.56 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 01°45'21" EAST, 15.00 FEET TO A POINT ON A LINE LYING 2.38 FEET SOUTH OF AND PARALLEL WITH THE NORTH RIGHT OF WAY LINE OF GRIFFIN ROAD AND THE SOUTH RIGHT OF WAY OF THE C-11 CANAL; THENCE SOUTH 88°14'39" WEST, ALONG SAID PARALLEL LINE, 15.00 FEET; THENCE, DEPARTING SAID PARALLEL LINE, NORTH 01°45'21" WEST, 15.00 FEET; THENCE NORTH 88°14'39" EAST, 15.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA AND CONTAINING 225 SQUARE FEET MORE OR LESS.



LOCATION MAP:
NOT TO SCALE

SURVEY NOTES:

1. THE LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
2. KEITH AND ASSOCIATES, INC. CERTIFICATE OF AUTHORIZATION NUMBER IS L.B.#6860.
3. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. IT IS A VIOLATION OF RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE TO ALTER THIS SKETCH AND DESCRIPTION WITHOUT THE EXPRESSED PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND DELETIONS MADE TO THE FACE OF THIS SKETCH AND DESCRIPTION WILL MAKE THIS DOCUMENT INVALID.
5. THIS SKETCH AND DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY.
6. BEARINGS SHOWN HEREON ARE PER THE PLAT OF WESTON COMMONS, AS RECORDED IN PLAT BOOK 173, PAGE 67, BROWARD COUNTY PUBLIC RECORDS WITH A REFERENCE BEARING OF SOUTH 88°15'24" WEST ALONG THE SOUTH LINE OF TRACT "C".
7. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
8. THE INTENDED DISPLAY SCALE FOR THIS SKETCH IS 1"=80' OR SMALLER.

CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH & DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS DEPICTED TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE INFORMATION AS WRITTEN UNDER MY DIRECTION ON JANUARY 11, 2016 MEETS THE STANDARD OF PRACTICE, RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

KEITH & ASSOCIATES, INC.
CONSULTING ENGINEERS

LEE POWERS
PROFESSIONAL SURVEYOR AND MAPPER
REGISTRATION No. 6805
STATE OF FLORIDA

SKETCH & DESCRIPTION SIGN EASEMENT

A PORTION OF THE GRIFFIN ROAD
RIGHT-OF-WAY & THE C-11
CANAL RIGHT-OF-WAY

TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA

KEITH
ASSOCIATES INC.
consulting engineers
301 EAST ATLANTIC BOULEVARD
POMPANO BEACH, FLORIDA 33060-6643
(954) 788-3400 FAX (954) 788-3500
EMAIL: mail@keith-associates.com LB NO. 6860

SHEET 1 OF 2

DRAWING NO. 08711.03 SKETCH & DESC. (Griffin & Dykes).dwg

DATE 1/11/16

SCALE 1"=80'

FIELD BK. N/A

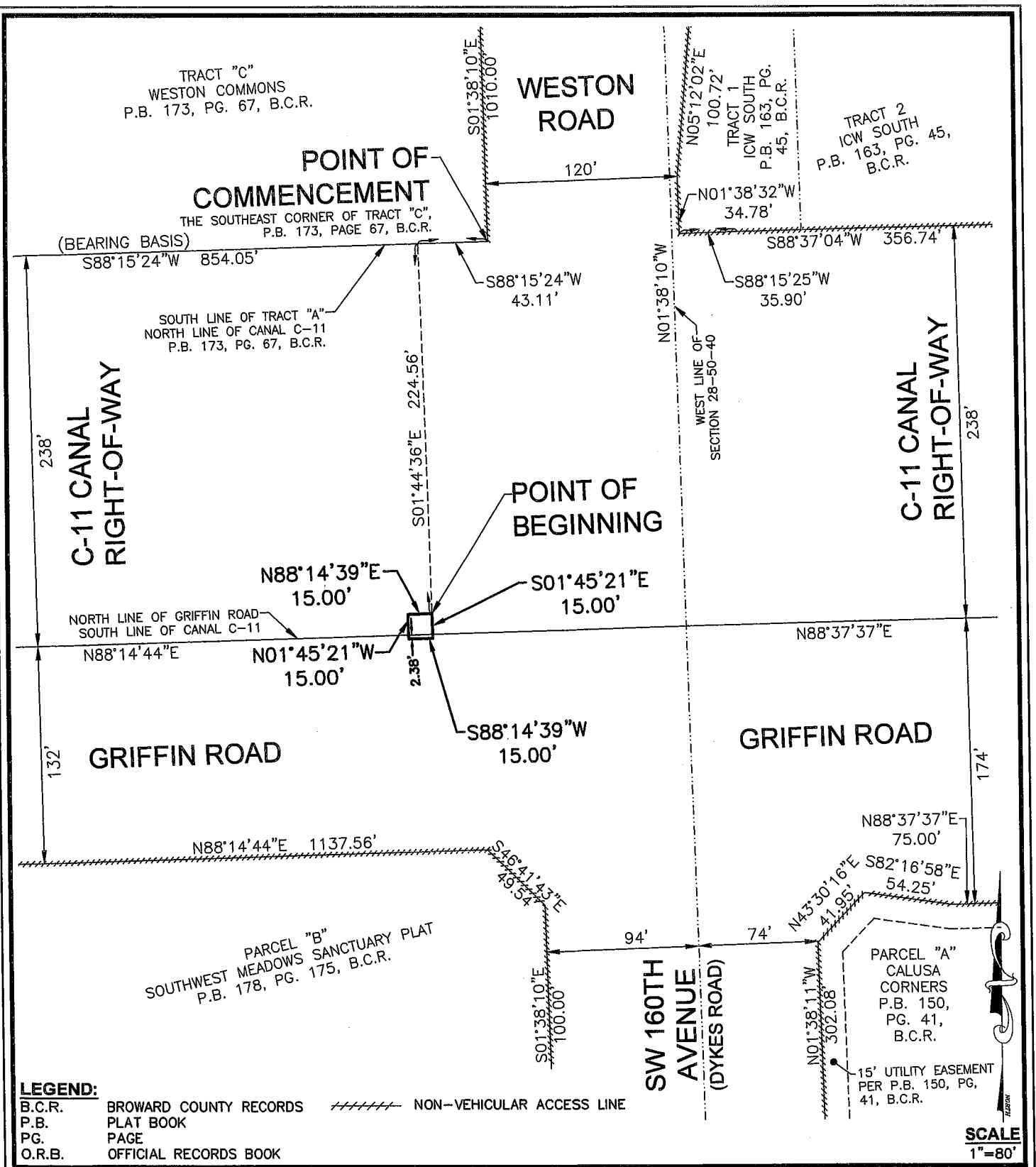
DWNG. BY DDB

CHK. BY MMM

DATE REVISIONS

11/23/16 UPDATE CERTIFICATION

08/01/17 UPDATE PER COMMENTS



SKETCH & DESCRIPTION SIGN EASEMENT

A PORTION OF THE GRIFFIN ROAD
RIGHT-OF-WAY & THE C-11
CANAL RIGHT-OF-WAY

TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA

KEITH
ASSOCIATES, INC.
consulting engineers

301 EAST ATLANTIC BOULEVARD
POMPAHO BEACH, FLORIDA 33060-6643
(954) 788-3400 FAX (954) 788-3500
EMAIL: mail@keith-associates.com LB NO. 6860

SHEET 2 OF 2

DRAWING NO. 08711.03 SKETCH & DESC. (Griffin & Dykes).dwg

DATE 1/11/16

SCALE 1"=80'

FIELD BK. N/A

DWNG. BY DDB

CHK. BY MMM

DATE	REVISIONS
08/01/17	UPDATE PER COMMENTS

CERTIFICATE OF COVERAGE

Exhibit "C"

Certificate Holder

BROWARD COUNTY
115 SOUTH ANDREWS AVENUE
FORT LAUDERDALE, FL 33401

Administrator

Issue Date 8/10/17

Florida League of Cities, Inc.
Department of Insurance and Financial Services
P.O. Box 530065
Orlando, Florida 32853-0065

COVERAGES

THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT

COVERAGE PROVIDED BY:**FLORIDA MUNICIPAL INSURANCE TRUST****AGREEMENT NUMBER:** FMIT 1205**COVERAGE PERIOD:** FROM 10/1/16**COVERAGE PERIOD:** TO 10/1/17 12:01 AM STANDARD TIME**TYPE OF COVERAGE - LIABILITY****General Liability**

- ☒ Comprehensive General Liability, Bodily Injury, Property Damage, Personal Injury and Advertising Injury
- ☒ Errors and Omissions Liability
- ☒ Employment Practices Liability
- ☒ Employee Benefits Program Administration Liability
- ☒ Medical Attendants'/Medical Directors' Malpractice Liability
- ☒ Broad Form Property Damage
- ☐ Law Enforcement Liability
- ☒ Underground, Explosion & Collapse Hazard

Limits of Liability

* Combined Single Limit

Deductible N/A

Automobile Liability

- ☒ All owned Autos (Private Passenger)
- ☒ All owned Autos (Other than Private Passenger)
- ☒ Hired Autos
- ☒ Non-Owned Autos

Limits of Liability

* Combined Single Limit

Deductible N/A

TYPE OF COVERAGE - PROPERTY

- ☒ **Buildings**
 - ☐ Basic Form
 - ☒ Special Form
- ☒ **Personal Property**
 - ☐ Basic Form
 - ☒ Special Form
- ☒ Agreed Amount
- ☒ Deductible \$500
- ☒ Coinsurance 100%
- ☒ Blanket
- ☐ Specific
- ☒ Replacement Cost
- ☐ Actual Cash Value

☒ **Miscellaneous**

- ☒ Inland Marine
- ☒ Electronic Data Processing
- ☒ Bond

Limits of Liability on File with Administrator**TYPE OF COVERAGE - WORKERS' COMPENSATION**

- ☒ Statutory Workers' Compensation
- ☒ Employers Liability
 - \$1,000,000 Each Accident
 - \$1,000,000 By Disease
 - \$1,000,000 Aggregate By Disease
- ☐ Deductible N/A
- ☐ SIR Deductible N/A

Automobile/Equipment - Deductible

- ☒ Physical Damage
- Per Schedule - Comprehensive - Auto
- Per Schedule - Collision - Auto
- Per Schedule - Miscellaneous Equipment

Other

* The limit of liability is \$200,000 Bodily Injury and/or Property Damage per person or \$300,000 Bodily Injury and/or Property Damage per occurrence. These specific limits of liability are increased to \$5,000,000 for General Liability and \$2,000,000 for Automobile Liability (combined single limit) per occurrence, solely for any liability resulting from entry of a claims bill pursuant to Section 768.28 (5) Florida Statutes or liability/settlement for which no claims bill has been filed or liability imposed pursuant to Federal Law or actions outside the State of Florida.

Description of Operations/Locations/Vehicles/Special Items

RE: Revocable License Agreement - Entranceway Signs: (1) Griffin near Dykes Road (SW 160 Ave) (2) Griffin near Bonaventura Blvd
RE: Events, activities, elections and functions authorized by the certificate holder involving the designated member while being held upon the premises of the certificate holder. The certificate holder is hereby added as an additional insured, except for Workers' Compensation and Employers Liability, as respects the member's liability for the above described event.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE AGREEMENT ABOVE.

Designated Member

Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches FL 33330-2628

Cancellations

SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.


AUTHORIZED REPRESENTATIVE



Public Works Department
HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION
1 N University Drive, Suite 300 • Plantation, Florida 33324 • 954-577-4555 • FAX 954-577-2338

Letter of Transmittal

TO: Emily McCord
13400 Griffin Road
Southwest Ranches, FL. 33330

DATE: 04/20/2018	JOB No. 170609502
ATTENTION: Emily McCord	
RE: RLA-2017-06 – Town of SW Ranches Entranceway Sign – Griffin Road and Bonaventure Boulevard.	
Revocable License Agreement	
FROM: Frank J. Guiliano, Broward County Highway Construction & Engineering.	

WE ARE SENDING YOU:

- | | |
|---|---|
| <input type="checkbox"/> For approval | <input type="checkbox"/> Returned for corrections |
| <input type="checkbox"/> For your use | <input type="checkbox"/> Approved as noted |
| <input type="checkbox"/> As you requested | |
| <input type="checkbox"/> For review and comment | |

ORIGINALS	DATE	NO.	DESCRIPTION
1	04/20/2018		Recorded Revocable License Agreement

REMARKS For your records

COPY TO _____ SIGNED _____

REVOCABLE LICENSE AGREEMENT

Between

BROWARD COUNTY

And

TOWN OF SOUTHWEST RANCHES

FOR

NON-EXCLUSIVE ACCESS AND USE OF COUNTY RIGHT-OF-WAY

Griffin Road

THIS IS AN AGREEMENT made and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY,"

and

The Town of Southwest Ranches, a municipal corporation located in Broward County, Florida, organized and existing under the laws of the State of Florida, hereinafter referred to as the "LICENSEE," (collectively referred to as the "Parties").

WHEREAS, Griffin Road between Bonaventure Boulevard and SW 178th Avenue is a Broward County roadway within the municipal limits of the LICENSEE (the "Roadway"); and

WHEREAS, LICENSEE seeks the non-exclusive access and use, as more fully described and illustrated in Exhibit "A," attached hereto and incorporated herein, within a portion of COUNTY's Roadway right-of-way; and

WHEREAS, COUNTY is willing to permit the LICENSEE the non-exclusive access and use of a portion of the Roadway right-of-way described in Exhibit "B," attached hereto and incorporated herein (the "Property"); and

WHEREAS, the Parties have agreed to enter into this Revocable License Agreement in relation to the access and use of the Property, as provided below; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, and covenants hereinafter set forth, COUNTY and LICENSEE agree as follows:

1. The above recitals and representations are true and correct and are incorporated herein.
2. DESCRIPTION OF PROPERTY. That portion of the Roadway right-of-way as more specifically described in Exhibit "B," attached hereto and incorporated herein (the "Property").
3. TERM. The term of this Agreement shall commence upon its execution by all Parties and shall continue until this Agreement is terminated as provided for in Article 12 herein below.
4. USE OF PROPERTY. COUNTY hereby grants to LICENSEE the revocable license for non-exclusive access and use of the Property only for the purpose(s) designated below (the "improvements"), including the ongoing maintenance and repair thereof, which is more fully described and illustrated in Exhibit "A," attached hereto and incorporated herein, hereinafter referred to as the "Licensed Use." The improvements must meet COUNTY minimum standards as set forth in "Minimum Standards Applicable to Public Rights-of-Ways Under Broward County Jurisdiction." The Property shall not be used for any other purpose whatsoever without written amendment of this Agreement. LICENSEE shall not permit the Property to be used in any manner which will violate any laws or regulations of any governmental entity or agency.

PLEASE CHECK THE APPROPRIATE BOX BELOW FOR THE IMPROVEMENTS

- ☐ Landscaping, irrigation, and hardscape.
- ☒ Monument sign.
- ☐ Other (explain): _____
- _____
- _____

- 4.1 LICENSEE shall submit plans for the installation of the improvements, together with a schedule for the ongoing maintenance thereof, to the Broward County Highway Construction and Engineering Division at least thirty (30) days before installation, and shall not install the improvements until written approval is obtained from the Director, Broward County Highway Construction and Engineering Division (the "Director"). If landscaping is part of the improvements, the landscaping plans shall incorporate a minimum fifty percent (50%) native species by plant types (i.e. canopy tree, palm tree, and shrub) and, together with the schedule for the ongoing maintenance, shall comply with the Broward County Naturescape program and Florida-Friendly Landscaping principles.

- 4.2 LICENSEE shall notify the Director within five (5) days after installation of the improvements. The Director may require LICENSEE to reinstall or remove the improvements, if the improvements or use do not comply with this Agreement or the approved plans.
- 4.3 COUNTY, its agents or authorized employees, shall continue to have unimpeded and unrestricted access to the Property at any and all times to examine it to determine if LICENSEE is properly using and maintaining the Property pursuant to the terms and conditions of this Agreement.
- 4.4 Any replacement of the improvements by LICENSEE shall require the prior submittal of plans and approval by the Director, consistent with the requirements under Sections 4.1 and 4.2, above.
- 4.5 The obligations of LICENSEE as set forth in this Agreement may be performed by LICENSEE through the use of its employees, or LICENSEE may enter into a contract with a third party to perform the services. In the event LICENSEE contracts with a third party, LICENSEE shall remain fully responsible hereunder and shall ensure that its contractor complies at all times with each and every term, condition, duty, and obligation set forth herein.
5. COMPENSATION. No payment to COUNTY shall be made by LICENSEE for the privileges granted in this Agreement.
6. ASSIGNMENT. Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the COUNTY. Should LICENSEE attempt to do so, then this Agreement shall terminate immediately, without prior notice to LICENSEE.
7. DAMAGE TO PROPERTY. LICENSEE shall not by its access or use cause damage to the Property. The Parties agree that all improvements and personal property placed by LICENSEE upon the Property shall remain the property of LICENSEE, and shall be placed upon the Property at the risk of LICENSEE. LICENSEE shall give the COUNTY, or its agent, prompt written notice by registered or certified mail of any occurrence, incident, or accident occurring on the Property.
8. INDEMNIFICATION OF COUNTY.
- 8.1 LICENSEE is an entity subject to Section 768.28, Florida Statutes, as may be amended from time to time, and agrees to be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law. To the extent permitted by law, LICENSEE specifically agrees to indemnify and hold harmless COUNTY, its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, related to the placement, maintenance, or repair of the

improvements within the Property. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by LICENSEE to be sued by third parties in any matter arising out of this Agreement or any other contract.

- 8.2 In the event that LICENSEE contracts with a third party to perform any of LICENSEE's obligations under this Agreement, any contract with such third party shall include the following provisions:

8.2.1 Indemnification: LICENSEE's contractor shall indemnify and hold harmless COUNTY, its officers, agents, and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of LICENSEE's contractor, and other persons employed or utilized by LICENSEE's contractor in the performance of this Agreement. These indemnifications shall survive the term of this Agreement. To the extent permitted by law, in the event that any action or proceeding is brought against COUNTY by reason of any such claim or demand, LICENSEE's contractor shall, upon written notice from COUNTY, resist and defend such action or proceeding by counsel satisfactory to COUNTY.

8.2.2 To the extent permitted by law, the indemnification provided above shall obligate LICENSEE's contractor to defend, at its own expense, to and through appellate, supplemental, or bankruptcy proceeding, or to provide for such defense, at COUNTY's option, any and all claims of liability and all suits and actions of every name and description covered by subsection 8.2.1 above which may be brought against COUNTY, whether services were performed by LICENSEE's contractor or persons employed or utilized by LICENSEE's contractor.

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

9. INSURANCE.

9.1 LICENSEE shall furnish COUNTY with written verification of liability protection in accordance with state law prior to final execution of this Agreement. Additionally, if LICENSEE elects to purchase excess liability coverage, LICENSEE agrees that COUNTY will be furnished with a Certificate of Insurance listing "Broward County" as certificate holder and an additional insured.

9.2 In the event that LICENSEE contracts with a third party to perform any of

LICENSEE's obligations under this Agreement, any contract with such third party shall include, at a minimum, the following provisions:

9.2.1 Insurance: LICENSEE's contractor shall keep and maintain, at contractor's sole cost and expense, insurance of the types and minimum amounts as set forth on Exhibit "C," and specifically protect COUNTY by naming "Broward County" as an additional insured under the Commercial General Liability Insurance policy as well as any Excess Liability policy.

9.2.2 LICENSEE's contractor, upon request, shall furnish to the COUNTY, Certificates of Insurance and Endorsements evidencing the insurance coverage specified above prior to beginning the performance of work under this Agreement.

9.2.3 Coverage is not to cease and is to remain in full force and effect until all performance required of LICENSEE's contractor is completed.

10. MAINTENANCE, REPAIRS, AND OTHER OBLIGATIONS. LICENSEE shall be responsible for all costs associated with the Licensed Use of the Property, including maintenance and repair, utility relocations, mitigation of landscaping, and costs for repairing any damage to the Property or adjacent right-of-way. LICENSEE shall keep the Property clean, sanitary, and free from trash and debris. LICENSEE specifically agrees to install, maintain, and repair the improvements as detailed in the approved plans as shown in Exhibit "A," in a manner that will not pose a hazard to persons or vehicles on adjacent property or the right-of-way.

11. SECURITY. (Check one)

☐ LICENSEE is obligated to maintain with the COUNTY adequate security in the form of a cash bond or letter of credit in the amount of \$_____ to ensure the ongoing maintenance and repair of the improvements during the term of this Agreement and to ensure restoration of the Property following termination.

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

12. TERMINATION. This Agreement is merely a right to access and use, and grants no estate in the Property. This Agreement may be terminated by COUNTY, through the Broward County Board of County Commissioners or the Broward County Administrator, with or without cause and at any time during the term hereof, upon thirty (30) days written notice to LICENSEE. It is expressly understood by the Parties that LICENSEE is receiving from COUNTY a revocable license which may be terminated at any time by COUNTY for any or no cause whatsoever.

13. SURRENDER UPON TERMINATION.

LICENSEE shall peaceably surrender its use of and deliver the Property to the COUNTY, or its agents, immediately upon expiration or termination of this Agreement.

LICENSEE shall remove from the Property, at LICENSEE's own expense, the improvements placed upon it unless the COUNTY, in writing, authorizes LICENSEE to leave the improvements on the Property. 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 the LICENSEE to restore the Property. LICENSEE agrees to restore the Property to its original or a safe condition, as determined by and at the sole discretion of the Director, following removal of the improvements. LICENSEE shall be obligated to repair or pay for any damage to COUNTY property resulting from the removal of the improvements.

14. WAIVER. Failure of the 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 Article 22 below.

15. NOTICES.

Whenever either Party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgement of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this article. For the present, the Parties designate the following:

For COUNTY:

Director, Broward County Highway Construction and
Engineering Division
1 North University Drive, Suite 300B
Plantation, FL 33324-2038

For LICENSEE:

Southwest Ranches Town Administrator

13400 Griffin Road

Southwest Ranches, FL 33330

16. 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 herein is invalid, it shall be considered deleted from this Agreement, and such deletion shall not invalidate the remaining provisions.
17. COMPLIANCE WITH LAWS. LICENSEE shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations relating to the use of the Property.
18. 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. All Parties acknowledge and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which any party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EACH 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 ARTICLE, 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.**
19. INTERPRETATION. The headings contained in this Agreement are for reference purposes only and shall 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.
20. EXHIBITS. The attached Exhibits "A," "B," and "C" are incorporated into and made a part of this Agreement.


21. 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.
22. 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 COUNTY and LICENSEE.
23. CHANGES TO FORM AGREEMENT. LICENSEE represents and warrants that there have been no revisions, alterations, or changes whatsoever to this form Agreement without the prior written consent of the County Attorney's Office. Any unapproved changes shall be deemed a default of this Agreement and of no legal effect.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto 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 10 day of April, 2018, and Town of South West Ranches, signing by Mayor and through its Mayor; duly authorized to execute same.

COUNTY

ATTEST:

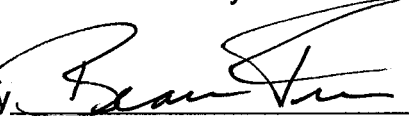

Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

Insurance requirements
approved by Broward County
Risk Management Division

By  1/4/18
Signature (Date)


Tim Early Property Specialist
Print Name and Title above


BROWARD COUNTY, by and through
its Board of County Commissioners

By 
Mayor

10 day of April, 2018

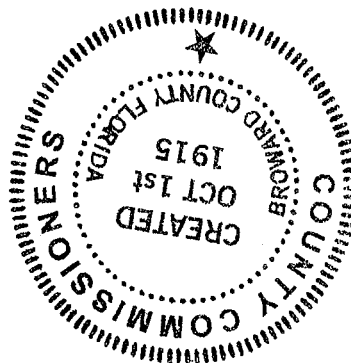
Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By  1/4/18
Maya A. Moore (Date)
Assistant County Attorney

 1/4/18
Michael J. Kerr (Date)
Deputy County Attorney

8/8/14
RLA(Municipal-general)_vFORM(2014-0808)

Municipal Standard Form RLA
(8-8-14)



REVOCABLE LICENSE AGREEMENT BETWEEN BROWARD COUNTY AND
TOWN OF SOUTHWEST RANCHES _____ FOR NON-EXCLUSIVE ACCESS
AND USE OF A PORTION OF COUNTY RIGHT-OF-WAY.

LICENSEE

ATTEST:



Municipal Clerk

Russell Muniz

(Print or Type Name)

(SEAL)

Town of Southwest Ranches

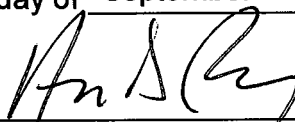
By


Mayor-Commissioner

Doug McKay, Mayor

(Print or Type Name)

13th day of September, 2017.



Municipal Manager

13th day of September, 2017.

APPROVED AS TO FORM:

By


Municipal Attorney

Exhibit "A"

Project Description

The project consists of installing an entranceway sign along Griffin Road. The entranceway sign has an aesthetic design meeting the rural lifestyle of the Town of Southwest Ranches. The sign incorporates the Town's seal.

Location

The Town desires to install the entranceway sign in the southern grassed shoulder of Griffin Road near Bonaventure Boulevard. Please see the attached sketch and legal description in Exhibit "B" for the exact location.

Placement

The Town entranceway sign will be placed in the southern shoulder at least four feet back of the existing Type "F" curb. The sign will be within a 15' x 15' designated area identified in Exhibit "B". The bottom member of the sign is between 3.5 feet to 4.0 feet above the road. It is anticipated that the existing landscaping on the shoulder will not be disturbed.

The sign panel is three feet wide by four feet and a half feet high (face area is approximately 12 square feet) and approximately 8.5 feet above the existing ground or top of the existing curb. The sign posts are 3.5 inches round aluminum material with 3/16 in thick walls. The sign posts will be installed on two diameter class I concrete at three feet depth. The installation will meet the requirement for 130 MPH wind speed per FDOT Index No. 11860. Solar lighting is a part of this permit request.

Maintenance

The Town of Southwest Ranches will be responsible for the maintenance of the Town entranceway sign, solar lighting, and the installed low landscaping around the sign in accordance with the Revocable License Agreement. All landscaping shall be properly installed, maintained, and fertilized in accordance with Broward County Naturescape program and Florida-Friendly Landscaping principles.

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

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

Construction Schedule

The construction of the sign will commence upon receipt of the Broward County Highway Construction and Engineering Division permit. PHI Construction, Inc. will construct and install the sign for the Town of Southwest Ranches. A Broward County Inspector will be

requested to attend a pre-construction meeting and will be notified of the construction schedule.

A full-sized set of plans, together with a schedule for the maintenance thereof, are on file with the Broward County Highway Construction and Engineering Division under Project Reference No. 170609502

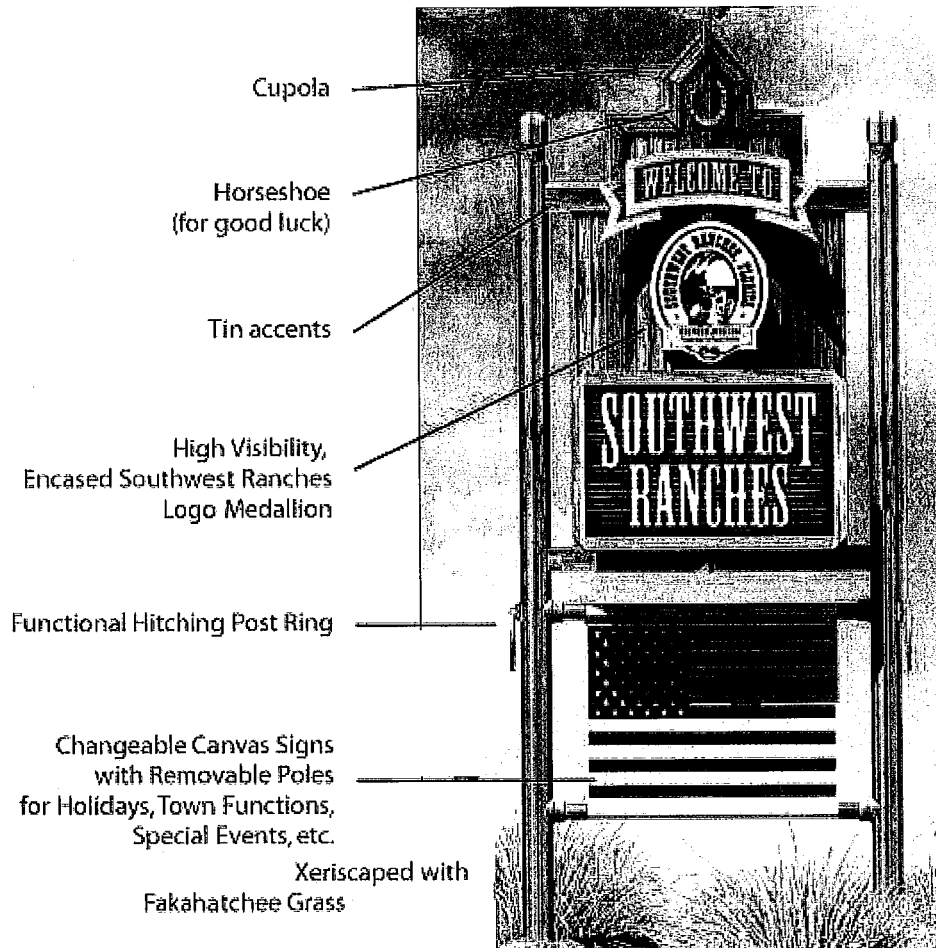


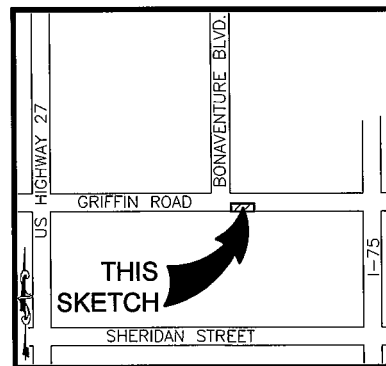
EXHIBIT "B"

LEGAL DESCRIPTION:

A PORTION OF THE GRIFFIN ROAD RIGHT OF WAY, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WESTERLY MOST NORTHEAST CORNER OF LOT 1, TARA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 162, PAGE 20 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTH 88°07'42" EAST ON THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 172.25 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF THAT CERTAIN PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 43086, PAGE 842, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE DEPARTING SAID EASTERLY EXTENSION, NORTH 43°07'59" EAST, ON SAID NORTH LINE, 41.94 FEET; THENCE DEPARTING SAID NORTH LINE, NORTH 00°53'03" EAST, 36.54 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT; THENCE NORTH 01°45'21" WEST, 15.00 FEET; THENCE NORTH 88°14'39" EAST, 15.00 FEET; THENCE SOUTH 01°45'21" EAST, 15.00 FEET; THENCE SOUTH 88°14'39" WEST, 15.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA AND CONTAINING 225 SQUARE FEET, MORE OR LESS.



LOCATION MAP:
NOT TO SCALE

SURVEY NOTES:

1. THE LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
2. KEITH AND ASSOCIATES, INC. CERTIFICATE OF AUTHORIZATION NUMBER IS L.B.#6860.
3. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. IT IS A VIOLATION OF RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE TO ALTER THIS SKETCH AND DESCRIPTION WITHOUT THE EXPRESSED PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND DELETIONS MADE TO THE FACE OF THIS SKETCH AND DESCRIPTION WILL MAKE THIS DOCUMENT INVALID.
5. THIS SKETCH AND DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY.
6. BEARINGS SHOWN HEREON ARE PER THE PLAT OF TARA, AS RECORDED IN PLAT BOOK 162, PAGE 20, BROWARD COUNTY PUBLIC RECORDS, WITH A REFERENCE BEARING OF NORTH 88°07'42" EAST ALONG THE NORTH LINE OF LOT 1.
7. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
8. THE INTENDED DISPLAY SCALE FOR THIS SKETCH IS 1"=80' OR SMALLER.

CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH & DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS DEPICTED TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE INFORMATION AS WRITTEN UNDER MY DIRECTION ON JANUARY 11, 2016 MEETS THE STANDARDS OF PRACTICE, RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

KEITH & ASSOCIATES, INC.
CONSULTING ENGINEERS

LEE POWERS
PROFESSIONAL SURVEYOR AND MAPPER
REGISTRATION No. 6805
STATE OF FLORIDA

SKETCH & DESCRIPTION SIGN EASEMENT

A PORTION OF THE GRIFFIN
ROAD RIGHT-OF-WAY

TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA

KEITH
ASSOCIATES, INC.
consulting engineers
301 EAST ATLANTIC BOULEVARD
POMPANO BEACH, FLORIDA 33060-6643
(954) 788-3400 FAX (954) 788-3500
EMAIL: mail@keith-associates.com LB NO. 6860

SHEET 1 OF 2

DRAWING NO. 08711.03 SKETCH & DESC. (Griffin & Bonaventure).dwg

DATE 01/11/16

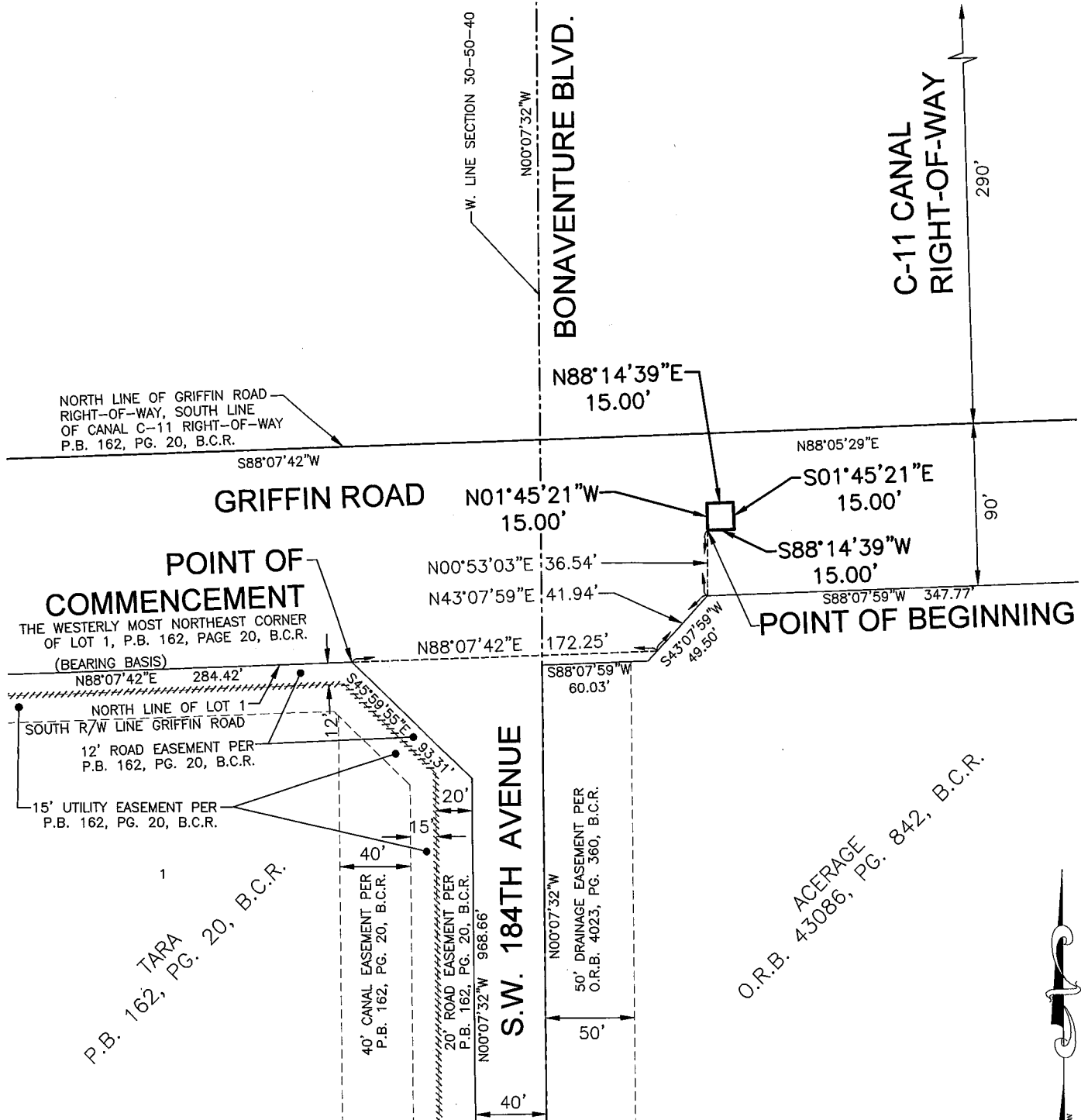
SCALE 1"=80'

FIELD BK. N/A

DWNG. BY DDB

CHK. BY MMM

DATE	REVISIONS
11/23/16	UPDATE CERTIFICATION
08/01/17	UPDATE PER COMMENTS



SKETCH & DESCRIPTION SIGN EASEMENT

A PORTION OF THE GRIFFIN
ROAD RIGHT-OF-WAY

TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA

KEITH
ASSOCIATES INC.
consulting engineers
301 EAST ATLANTIC BOULEVARD
POMPAHO BEACH, FLORIDA 33060-6643
(954) 788-3400 FAX (954) 788-3500
EMAIL: mail@keith-associates.com LB NO. 6860

SHEET 2 OF 2

DRAWING NO. 08711.03 SKETCH & DESC. (Griffin & Bonaventure).dwg

DATE 1/11/16

SCALE 1"=80'

FIELD BK. N/A

DWNG. BY DDB

CHK. BY MMM

DATE REVISIONS

08/01/17 UPDATE PER COMMENTS

Exhibit C

TYPE OF INSURANCE	MINIMUM LIABILITY LIMITS		
		Each Occurrence	Aggregate
COMMERCIAL GENERAL LIABILITY Broad form or equivalent <i>With no exclusions or limitations for:</i> <input checked="" type="checkbox"/> Premises—Operations <input checked="" type="checkbox"/> Explosion, Collapse, Underground Hazards <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury <input type="checkbox"/> Other:	Bodily Injury		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	\$ 500 k	\$ 1 mil
	Personal Injury		
BUSINESS AUTO LIABILITY COMPREHENSIVE FORM <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Scheduled <input checked="" type="checkbox"/> Any Auto	Bodily Injury (each person)		
	Bodily Injury (each accident)		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	\$ 500 k	
EXCESS/UMBRELLA LIABILITY <i>May be used to supplement minimum liability coverage requirements.</i>	Follow form basis or Add'l insd endorse- ment is required		
<input checked="" type="checkbox"/> WORKERS' COMPENSATION <i>If exempt: State Exemption Certificate or letter on company letterhead is required.</i> <input checked="" type="checkbox"/> EMPLOYERS' LIABILITY	Chapter 440 FS	STATUTORY	U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water
	(each accident)		
<input type="checkbox"/> POLLUTION LIABILITY OR ENVIRONMENTAL IMPAIRMENT LIABILITY WITH CLEAN-UP COSTS	(each accident)		
	Extended coverage period		
<input type="checkbox"/> BUILDER'S RISK (PROPERTY) "ALL RISK" WITH WIND AND FLOOD Coverage must remain in force until written final acceptance by County.	Maximum Deductible: \$10 k DED for WIND or WIND & FLOOD not to exceed 5% of completed value CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		Completed Value form
<input type="checkbox"/> Installation floater Coverage must be "All Risk", completed value. Coverage must remain in force until written final acceptance by County.	Maximum Deductible: CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE	\$10 k	Completed Value form
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES BROWARD COUNTY AND CITY ARE LISTED AS AN ADDITIONAL INSUREDS ON THE GENERAL LIABILITY POLICY.			
REFERENCE:			
CERTIFICATE HOLDER:			
Broward County 115 South Andrews Avenue Fort Lauderdale, FL 33301			