

REVOCABLE LICENSE AGREEMENT

Between

BROWARD COUNTY

And

City of Coconut Creek, Florida

FOR

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

Lyons Road 3192' North of Hillsboro Blvd

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

City of Coconut Creek, 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, Lyons Road between North City Limit and South City Limit is a Broward County roadway within the municipal limits of the City of Coconut Creek (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): Solar light panel for the sign

- 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

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:

City Manager

4800 West Copans Road

Coconut Creek, FL 33063

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
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 Colburn 11/06/17
Signature (Date)
Colburn Pounall Risk Analyst
Print Name and Title above

By Maya A. Moore 11/7/17
Assistant County Attorney (Date)
Michael J. Kerr 11/8/17
Deputy County Attorney

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

REVOCABLE LICENSE AGREEMENT BETWEEN BROWARD COUNTY AND
City of Coconut Creek FOR NON-EXCLUSIVE ACCESS
AND USE OF A PORTION OF COUNTY RIGHT-OF-WAY.

LICENSEE

ATTEST:

Lessie Wallace May
Municipal Clerk

Lessie Wallace May
(Print or Type Name)

(SEAL)

By Rebecca A. Tooley
Mayor-Commissioner

Rebecca A Tooley
(Print or Type Name)

25 day of October, 2017.

Karen M Brooks
Municipal Manager

25 day of October, 2017.

APPROVED AS TO FORM:

By Terrell C. Pyb
Municipal Attorney

Exhibit "A"

I. PROJECT DESCRIPTION

The project consists of installing a municipal entranceway sign and a solar panel for the sign along Lyons Road, 3192' North of CL of Hillsboro Blvd. The entranceway sign has an aesthetic design reflective of the style of the City of Coconut Creek. Improvements include landscaping. The following plants and/or Palm tree will be placed around the signs on where space allows.

- Thatch Palm
- Jamaican Caper
- Mrs. Schillers Dwarf Viburnum
- Loriope

All landscaping will be properly installed, maintained, and fertilized in accordance with the Broward County Naturescape program and Florida Friendly Landscaping principles.

Broward County Naturescape program information can be found at:

<http://www.broward.org/NaturalResources/NatureScape/Pages/Default.aspx>

Florida-Friendly Landscaping principles and information can be found at:

<http://www.floridayards.org>

A full-size 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. 160608504.

II. LOCATIONS

The City is requesting the entranceway sign and solar panel in the grassed median of Lyons Road, 3192' North of CL of Hillsboro Blvd. Please see the attached Sketch and Legal Description in Exhibit B for the exact location.

III. PLACEMENT

The City entranceway sign and solar panel will be placed in the median. It will be located at a minimum clearance distance of four feet from the face of the existing Type "F" curb on each side of the median. The signs will be placed within an approximately 17' x 15' designated area in the median. The bottom member of the signs will be flush with the Median and 6" above the roadway edge of pavement elevation.

The sign panel is 6'-4" wide and 4'-6" high. The sign posts are 3.5 inches round aluminum material with 3/16 inch thick walls. The signs will include one 2 feet by 2 feet class I concrete post at 3 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.

IV. MAINTENANCE

The City of Coconut Creek will be responsible for the maintenance of the City's entranceway signs and the proposed low landscaping around the signs in accordance with the Revocable License Agreement. All landscaping shall be properly installed, maintained, and fertilized in accordance with the Broward County Naturescape program and Florida Friendly Landscaping principles.

V. CONSTRUCTION SCHEDULE

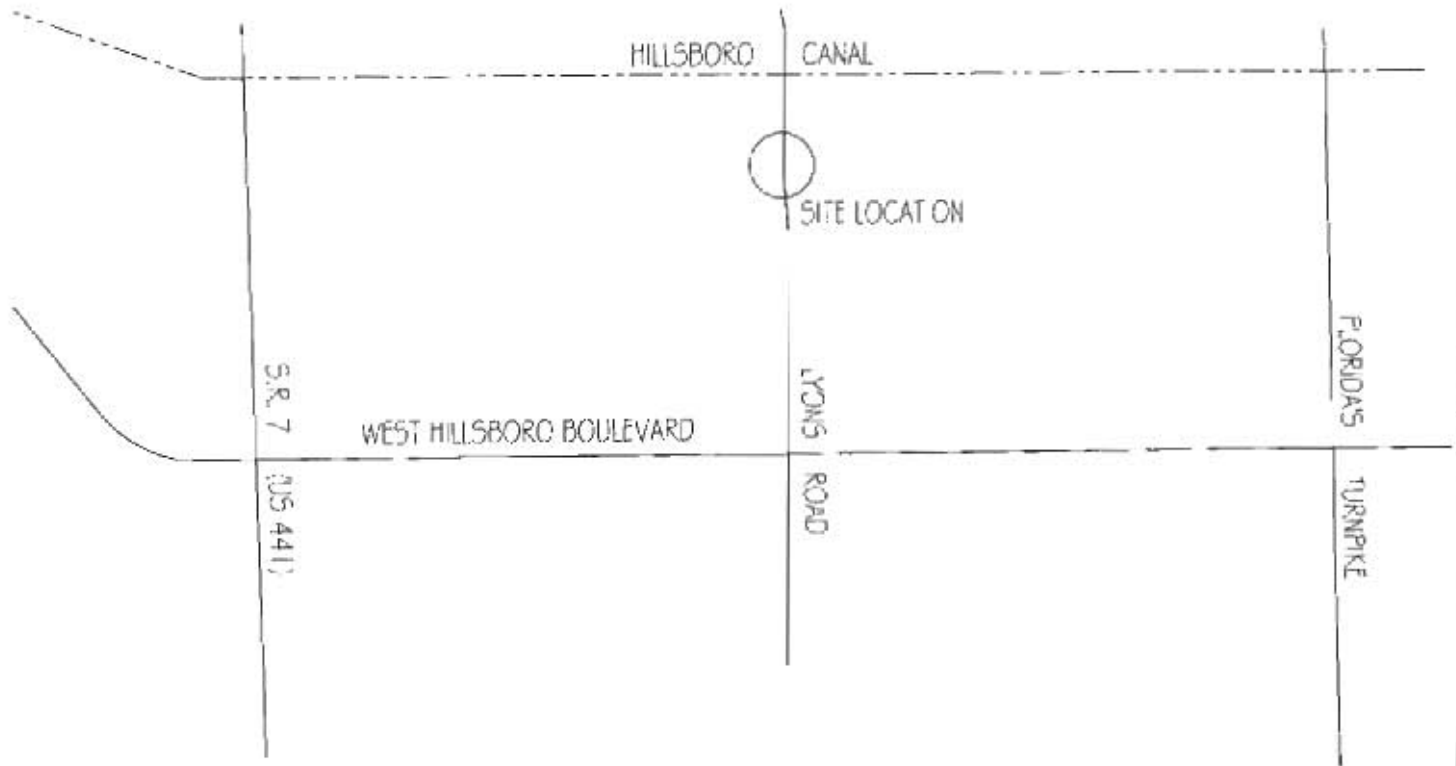
The construction of the sign will commence upon receipt of the Broward County Highway Construction and Engineering Division permit (Project Reference Number 160608504). Value Graphics Corporation has been hired to construct and install the signs for the City of Coconut Creek. A Broward County Inspector will be requested to attend a pre-construction meeting and will be notified of the construction schedule.

CITY OF COCONUT CREEK MUNICIPAL ENTRY SIGN





**MAP OF SPECIFIC PURPOSE SURVEY
CITY OF COCONUT CREEK ENTRANCE SIGN
LYONS ROAD NORTH LOCATION
RLA-2016-10
EXHIBIT "B"**



SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS FOR SURVEYS, AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS IN CHAPTER 51-17.051 & 51-17.052 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THAT THE ELECTRONIC SIGNATURE AND SEAL HEREON MEETS PROCEDURES AS SET FORTH IN CHAPTER 51-17.062, PURSUANT TO SECTION 472.025, FLORIDA STATUTES.

SIGNED: _____ DATE: 09/05/2017
ANDREW SNYDER PROFESSIONAL SURVEYOR AND MAPPER FLORIDA
REGISTRATION NO. 5679 (NOT VALID WITHOUT THE SIGNATURE AND THE
ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND
MAPPER SHOWN ABOVE)

SHEET 1 OF 2

Landtec Surveying offers services throughout the State of Florida. Please refer to our website at www.LandtecSurvey.com for up to date information about our locations and coverage area.

This survey has been issued by the following Landtec Surveying office:

600 Fairway Drive - Ste. 101
Deerfield Beach, FL 33441

Office: (561) 367-3587 Fax: (561) 465-3145

www.LandtecSurvey.com

LEGEND:
C - CENTERLINE
P.C.B. - POINT OF BEGINNING
P.O.C. - POINT OF COMMENCEMENT
P.B. - PLAT BOOK
P.G. - PAGE
B.C.R. - BROWARD COUNTY RECORDS

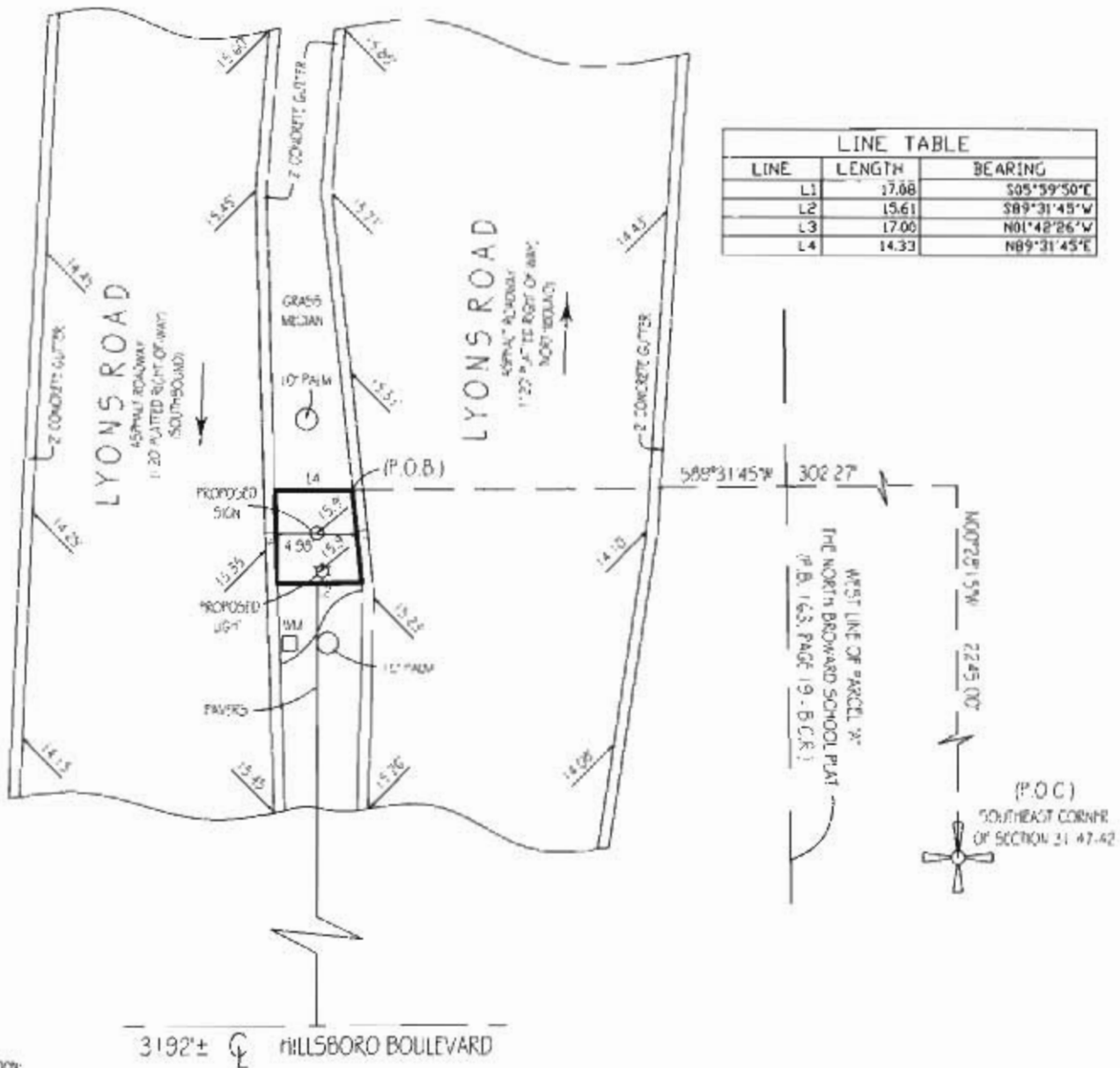
LANDTEC
SURVEYING

10000 W. STATE ROAD 100, SUITE 100, DEERFIELD BEACH, FL 33441
www.landtecsurvey.com



MAP OF SPECIFIC PURPOSE SURVEY
CITY OF COCONUT CREEK ENTRANCE SIGN
LYONS ROAD NORTH LOCATION
RLA-2016-10

SCALE 1"=30'



LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 42 EAST, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 42 EAST; THENCE NORTH ON AN ASSUMED BEARING OF N00°28'15"W AS SHOWN ON THE NORTH BROWARD SCHOOL PLAT, AS RECORDED IN PLAT BOOK 163, PAGE 19, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, ALONG THE EAST LINE OF SAID SECTION 31, A DISTANCE OF 2245.00 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 31; THENCE S89°31'45"W, A DISTANCE OF 302.27 FEET TO THE POINT OF BEGINNING; THENCE S05°59'50"E, A DISTANCE OF 17.08 FEET; THENCE S89°31'45"W, A DISTANCE OF 15.61 FEET; THENCE N01°42'26"W, A DISTANCE OF 17.00 FEET; THENCE N89°31'45"E, A DISTANCE OF 14.33 FEET TO THE POINT OF BEGINNING.

SAID LAND SITUATE WITHIN THE CITY OF COCONUT CREEK, FLORIDA, CONTAINING 254 SQ. FT. (0.01 ACRES)

SHEET 2 OF 2

Landtec Surveying offers services throughout the State of Florida. Please refer to our website at www.LandtecSurvey.com for up to date information about our locations and coverage area.

This survey was issued by the following Landtec Surveying office:

600 Fairway Drive - Ste. 101
Deerfield Beach, FL. 33441
Office: (561) 367-3587 Fax: (561) 465-3145
www.LandtecSurvey.com

LEGEND:
 CENTERLINE
 P.O.B. - POINT OF BEGINNING
 P.O.C. - POINT OF COMMENCEMENT
 P.B. - PLAT BOOK
 P.G. - PAGE
 B.C.R. - BROWARD COUNTY RECORDS



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 (each accident)	STATUTORY \$ 100 k	U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water
<input type="checkbox"/> POLLUTION LIABILITY OR ENVIRONMENTAL IMPAIRMENT LIABILITY WITH CLEAN-UP COSTS	(each accident)		
	Excluded 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 CLEAN-UP COSTS		Completed Value form
	<input type="checkbox"/> Installer/floater Coverage must be "All Risk", completed value Coverage must remain in force until written final acceptance by County	Maximum Deductible \$10 k CONTRACTOR IS RESPONSIBLE FOR CLEAN-UP COSTS	
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES BROWARD COUNTY AND CITY ARE LISTED AS AN ADDITIONAL INSURED ON THE GENERAL LIABILITY POLICY			
REFERENCE:			
CERTIFICATE HOLDER:			
Broward County 115 South Andrews Avenue Fort Lauderdale, FL 33301			