

**AGREEMENT RELATING TO THE REPLACEMENT  
OF THE EXISTING WELCOME SIGN AND ASSOCIATED LANDSCAPING  
AT THE S.W. CORNER OF U.S. HIGHWAY 1 AND GRIFFIN ROAD**

THIS AGREEMENT RELATING TO THE REPLACEMENT OF THE EXISTING WELCOME SIGN AND ASSOCIATED LANDSCAPING AT THE S.W. CORNER OF U.S. HIGHWAY 1 AND GRIFFIN ROAD ("Agreement") is entered into between Broward County, a political subdivision of the State of Florida ("County"), and the City of Dania Beach, a municipal corporation existing under the laws of the State of Florida ("City") (collectively, the "Parties"), and becomes effective as of the date that it is fully executed by the Parties ("Effective Date").

RECITALS:

A. County is the owner of Fort Lauderdale-Hollywood International Airport located in Broward County, Florida ("Airport").

B. On January 9, 2001, the Parties entered into an agreement ("2001 Agreement"), wherein County agreed to construct and install a welcome sign and landscaping at Griffin Road and U.S. Highway 1 ("Prior Improvements"), and City agreed to maintain such Prior Improvements.

C. Thereafter, County constructed the Prior Improvements in accordance with the terms of the 2001 Agreement.

D. On November 19, 2013, the Parties entered into an interlocal agreement ("2013 Agreement"), wherein County agreed to replace the Prior Improvements with a new welcome sign and associated landscaping at a cost not-to-exceed \$250,000 ("Replacement Provision"), and City agreed to be responsible for the maintenance and any electricity expense related to the new welcome sign and associated landscaping.

E. As of the Effective Date, the requirements of the Replacement Provision have not been completed.

F. The Parties now desire to change the terms of the Replacement Provision in the 2013 Agreement as follows: instead of County replacing the Prior Improvements, City shall replace the Prior Improvements and County shall reimburse such work at a cost not-to-exceed \$250,000 and in accordance with the terms herein.

G. Notwithstanding anything provided herein, it is the intent of the Parties that County's payment as provided herein shall fully and completely satisfy its obligations under the Replacement Provision in the 2013 Agreement, and all terms provided herein shall be interpreted with such intent.

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

1. The foregoing recitals are true and correct, and are incorporated herein by reference.

2. SITE OF THE NEW WELCOME SIGN AND LANDSCAPING.

- a. The site, as more fully described on **Exhibit 1** ("Site"), attached hereto and incorporated herein, is located on right-of-way that is controlled and regulated by the Florida Department of Transportation ("FDOT").
- b. City acknowledges that by Special Permit No. S-8687.013 dated August 20, 1987, attached hereto and incorporated herein as **Exhibit 2**, FDOT authorized City to construct, operate, and maintain welcome signs on the Site.
- c. City acknowledges that by letter dated October 30, 2000, attached hereto and incorporated herein as **Exhibit 3**, FDOT authorized County to remove the then existing welcome signs and associated landscaping at the Site and to construct and install the Prior Improvements at the Site pursuant to the 2001 Agreement.
- d. Before execution of this Agreement by County, City shall adopt a resolution in the form attached hereto and incorporated herein as **Exhibit 4**:
  - i. requesting that Special Permit No. S-8687.013 be further modified by FDOT to allow City to remove the Prior Improvements at the Site and to construct and install the Approved Sign and Landscaping Improvements (hereinafter defined) at the Site in accordance with the terms herein; and
  - ii. accepting all liability, maintenance, and utility responsibilities of the Approved Sign and Landscaping Improvements (hereinafter defined) at the Site.

3. DESIGN OF THE NEW WELCOME SIGN AND LANDSCAPING.

- a. The design of the new welcome sign and landscaping submitted by City, attached hereto and incorporated herein as **Exhibit 5**, is hereby preliminarily approved by the Parties ("Approved Sign and Landscaping Improvements"). The Approved Sign and Landscaping Improvements includes the removal of all plants, shrubs, trees, and other vegetation from the Site and its replacement with grass. County approves the Approved Sign and Landscaping Improvements for purposes of this Agreement only and is in no way warranting or representing its fitness for any particular purpose.
- b. City represents that the Approved Sign and Landscaping Improvements comply with all Federal Aviation Administration regulations, including, but

not limited to, height restrictions (Federal Aviation Regulation Part 77 and FAA Form 7460-1), lighting requirements, hazardous wildlife attractants (FAA Part 150/5200-33B), and other regulations pertaining to construction near an airport, as well as any and all additional federal, state, and local regulations, codes, laws, or ordinances relating thereto (“Regulations”). County shall in no way be liable for any violations of such Regulations by the Approved Sign and Landscaping Improvements.

4. CONSTRUCTION OF THE NEW WELCOME SIGN AND LANDSCAPING.

- a. City shall remove the Prior Improvements and construct and install the Approved Sign and Landscaping Improvements subject to each of the following:
  - i. City cannot commence removal, construction, or installation until:
    1. FDOT modifies Special Permit No. S-8687.013 allowing for City’s replacement of the Prior Improvements with the Approved Sign and Landscaping Improvements, or otherwise grants its approval to accomplish same;
    2. All plans for the Approved Sign and Landscaping Improvements that are developed subsequent to County’s preliminary approval, including specification books, permit plans, fabricator shop drawing plans, and any other plans requested by County, are reviewed and approved by County; and
    3. City obtains all necessary jurisdictional approvals and permits necessary for City’s removal of the Prior Improvements and construction and installation of the Approved Sign and Landscaping Improvements.
  - ii. City shall achieve substantial completion (“Substantial Completion”) of City’s construction and installation of the Approved Sign and Landscaping Improvements within One Hundred Eighty (180) calendar days after the Effective Date of this Agreement, or a longer time period of time if agreed to by the Parties, with County acting through its Director of Aviation and City acting through its City Manager. The date of Substantial Completion shall be the date when the Architect/Engineer of Record, who is hired by City, certifies to County that all permits required by this Agreement have been closed and all punch list items have been resolved to the satisfaction of County.
  - iii. The Approved Sign and Landscaping Improvements, including the designs thereto, are and shall forever be the property of City.

- b. In full and complete satisfaction of the Replacement Provision in the 2013 Agreement, County agrees to pay City, in the manner specified in this section, up to the maximum amount of Two Hundred And Fifty Thousand Dollars (\$250,000) for City's removal of the Prior Improvements and City's design, construction, and installation of the Approved Sign and Landscaping Improvements, as long as same is accomplished in accordance with the terms of this Agreement. All County funds are to be paid on a reimbursement basis and upon submittal of an invoice after Substantial Completion. It is acknowledged and agreed by the Parties that this amount is the maximum payable by County and constitutes a maximum limitation upon County's obligation to compensate City for the removal of the Prior Improvements and the design, construction, and installation of the Approved Sign and Landscaping Improvements. This maximum amount, however, does not constitute a limitation, of any sort, upon City's obligation to perform all items of work required by or which can be reasonably inferred from this Agreement. City shall be responsible for all costs, construction or otherwise, above the total amount listed in this section, and must diligently pursue completion of the work specified herein until its completion. Any increases in the cost of the work specified herein due to design necessities, changes in scope, construction necessities, inflation, unforeseen conditions, damages, Acts of God, or due to any other reason shall be the sole responsibility of City, including, without limitation, all cost overruns as a result of such conditions or actions, or both.

Invoices shall be mailed or delivered to:

Carlos Hernandez, Construction Project Management Supervisor  
Broward County Aviation Department  
Fort Lauderdale-Hollywood International Airport  
4101 Ravenswood Road, Suite 401  
Dania Beach, FL 33312

County shall pay City within thirty (30) calendar days of receipt of City's properly-completed invoice, as required by the "Broward County Prompt Payment Ordinance" (Broward County Ordinance No. 89-49, as may be amended from time to time). To be deemed proper, all invoices must be accurate and complete, must have sufficient detail to verify the cost of reimbursement, as determined by County, must comply with the requirements set forth in this Agreement, and must be submitted on the form and pursuant to instructions prescribed by County. Payment may be withheld for failure of City to comply with the terms, conditions, or requirements of this Agreement. The amounts withheld will not be subject to payment of interest by County.

5. MAINTENANCE OF APPROVED SIGN AND LANDSCAPING IMPROVEMENTS. City shall at all times, at its sole expense and in perpetuity, maintain and repair the Approved Sign and Landscaping Improvements in a neat, orderly, sanitary, and presentable condition, and in compliance with all applicable federal, state, and local regulations, codes, laws, rules, or ordinances relating thereto, including any imposed by FDOT. This includes mowing, fertilizing, and providing irrigation for the grass.
6. ADVERTISING. No advertising is permitted on the Approved Sign and Landscaping Improvements.
7. NOTICES. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this Section.

FOR BROWARD COUNTY:

County Administrator  
Governmental Center  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301

with a copy to:

Director of Aviation  
2200 SW 45 Street  
Dania Beach, Florida 33312

FOR CITY:

Robert Baldwin, City Manager  
100 W. Dania Beach Boulevard  
Dania Beach, Florida 33004

with a copy to:

Thomas J. Ansbro, City Attorney  
100 W. Dania Beach Boulevard  
Dania Beach, Florida 33004

8. INSURANCE. City agrees that in any contract entered into by City that is contemplated by this Agreement in which City has required a contractor to name City as additional insured, City shall also require that County and FDOT be named as additional insureds. Said insurance policy shall not be modified or cancelled without thirty (30) calendar day's prior written notice to City.

9. INDEMNIFICATION. To the extent provided by law, City agrees to be fully responsible and liable for all claims, liabilities, damages, costs, actions, suits or proceedings at law or in equity which may occur as a result of the negligent acts or omissions of its agents or employees. Further, to the extent provided by law, County agrees to be fully responsible and liable for all claims, liabilities, damages, costs, actions, suits or proceedings at law or in equity which may occur as a result of the negligent acts or omissions of its agents or employees. 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 a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract. The obligations of this Section shall survive the termination of this Agreement.
10. MATERIALITY AND WAIVER OF BREACH. Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
11. COMPLIANCE WITH LAWS. The Parties agree that each shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.
12. LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, CITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

13. SEVERABILITY. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.
14. INDEPENDENT CONTRACTOR/RELATIONSHIP OF PARTIES. Neither City nor its agents shall act as officers, employees, or agents of County. City shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.
15. THIRD PARTY BENEFICIARIES. Neither City nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.
16. PRIORITY OF PROVISIONS. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated herein and any provision of Articles 1 through 24 of this Agreement, the provisions contained in Articles 1 through 24 shall prevail and be given effect.
17. JOINT PREPARATION. This Agreement has been jointly prepared by the Parties hereto and shall not be construed more strictly against either Party.
18. 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 Parties.
19. PRIOR AGREEMENTS. This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.
20. INTERPRETATION. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the

subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

21. SUBORDINATION OF AGREEMENT. This Agreement is subject and subordinate to the terms and conditions of the instruments and documents under which County acquired the Airport from the United States of America and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in such instruments and documents and any existing or subsequent amendments thereto. This Agreement is subject and subordinate to any ordinances, rules, or regulations which have been, or may hereafter be adopted by County pertaining to the Airport. This Agreement is subject and subordinate to the provisions of any agreement heretofore or hereafter made between County and the United States Government relative to the operations or maintenance of the Airport, the execution of which has been required as a condition precedent to the transfer of federal rights or property to County for Airport purposes, or the expenditure of federal funds for the improvements or development of the Airport under the provisions of the Federal Aviation Act of 1958, as codified in the United States Code, Title 49. In addition, this Agreement is subordinate and subject to the provisions of all resolutions heretofore and hereafter adopted by County in connection with any revenue bonds issued by County with respect to the operations of the Airport, or any improvements to the Airport or any of its facilities, and to the provisions of all documents executed in connection with any such bonds, including, without limitation, any pledge, transfer, hypothecation, or assignment made at any time by County to secure any such bonds.
22. SUCCESSORS AND ASSIGNS BOUND. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto where permitted by this Agreement.
23. SPECIFIC PERFORMANCE. The Parties agree that in addition to all other remedies, the obligations contained herein shall be subject to the remedy of specific performance, injunctive relief, and writ of prohibition or mandamus to compel the other party to abide by the terms of this Agreement. The Parties hereby waive any and all requirements that the other party post any security or collateral which may be otherwise required or stipulated as a condition for such party to obtain specific performance, injunctive relief, or writ of prohibition or mandamus or other equitable relief.
24. MULTIPLE ORIGINALS. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.



IN WITNESS WHEREOF, the Parties hereto have made and executed this AGREEMENT RELATING TO THE REPLACEMENT OF THE EXISTING WELCOME SIGN AND ASSOCIATED LANDSCAPING AT THE S.W. CORNER OF U.S. HIGHWAY 1 AND GRIFFIN ROAD by and through their respective representatives: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board of Commissioners action on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, and CITY OF DANIA BEACH, signing by and through its duly authorized representatives.

COUNTY

ATTEST:

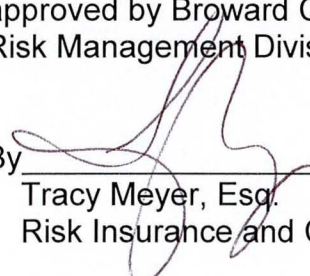
BROWARD COUNTY, by and through  
its Board of County Commissioners


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

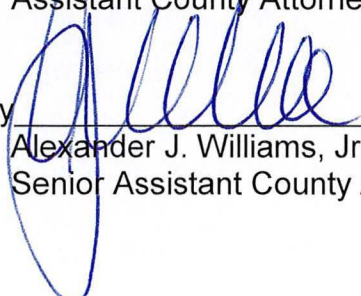
By \_\_\_\_\_ Mayor  
\_\_\_\_ day of \_\_\_\_\_, 2018

Insurance requirements  
approved by Broward County  
Risk Management Division

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
Aviation Office  
2200 SW 45<sup>th</sup> Street, Suite 101  
Dania Beach, Florida 33312  
Telephone: (954) 359-6100  
Telecopier: (954) 359-1292


By  \_\_\_\_\_ 10.12.18  
Tracy Meyer, Esq. (Date)  
Risk Insurance and Contracts Manager

By  \_\_\_\_\_ 10/12/18  
Carlos Rodriguez-Cabarrocas (Date)  
Assistant County Attorney

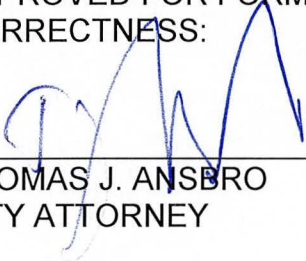
By  \_\_\_\_\_ 10/12/18  
Alexander J. Williams, Jr. (Date)  
Senior Assistant County Attorney

**AGREEMENT RELATING TO THE REPLACEMENT OF THE EXISTING WELCOME SIGN AND ASSOCIATED LANDSCAPING AT THE S.W. CORNER OF U.S. HIGHWAY 1 AND GRIFFIN ROAD BETWEEN BROWARD COUNTY AND CITY OF DANIA BEACH**

ATTEST:


  
\_\_\_\_\_  
THOMAS SCHNEIDER  
CITY CLERK



APPROVED FOR FORM AND  
CORRECTNESS:  
  
\_\_\_\_\_  
THOMAS J. ANSBRO  
CITY ATTORNEY

**CITY OF DANIA BEACH, FLORIDA  
a Florida Municipal Corporation**

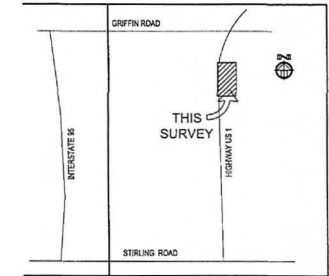
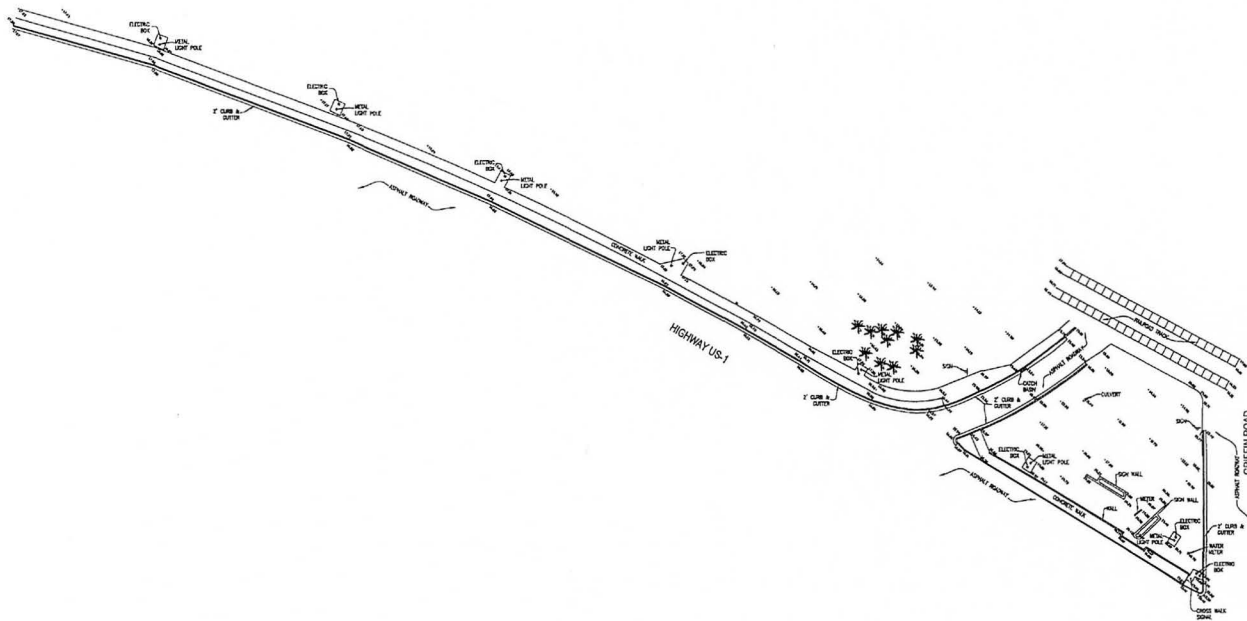
  
\_\_\_\_\_  
TAMARA JAMES, MAYOR

  
\_\_\_\_\_  
ROBERT BALDWIN, CITY MANAGER

Dated: 10-10, 2018

EXHIBIT 1

# SPECIFIC PURPOSE SURVEY FOR THE CITY OF DANIA BEACH



LOCATION MAP  
NOT TO SCALE

LEGEND:

- BACK FLOW PREVENTER
- CATCH BASIN
- FLORIDA POWER AND LIGHT BOX
- CENTERLINE
- CLEAR CUT
- LARGE CONCRETE POWER POLE
- ELECTRIC SERVICE BOX
- EXISTING ELEVATION
- ✓ SAVANTRY SERVICES
- EDGE OF WATER
- FENCE, IRON
- FENCE, ALUM.
- FENCE, CHAIN LINK
- FENCE, WOOD
- FPL (ELECTRIC) PAD
- HANDICAP PARKING
- HOLLAND
- OVERHEAD WIRE
- MANHOLE, DRAINAGE
- MANHOLE, SANITARY
- FULL BOX
- SITE BENCHMARK
- POLE ANCHOR
- POLE, CONC.
- POLE, METAL
- POLE, WOOD
- SIGN
- WATER METER
- VALVE
- FLORIDA POWER AND LIGHT PEDESTAL
- LIGHT POLE
- 3"X3" CONCRETE PILING
- SECTION CORNER

ABBREVIATIONS:

- A = ARC LENGTH
- A/C = AIR CONDITIONER SLAB
- B.C.E.D. = BROWARD COUNTY ENGINEERING DEPARTMENT
- B.C.R. = BROWARD COUNTY RECORDS
- CALC. = CALCULATED
- C.B.A. = CONCRETE BLOCK STRUCTURE
- CHOW = CHOW
- C.L.F. = CANAL LEAK FENCE
- C.M.F. = CANAL MAINTENANCE EASEMENT
- CONC. = CONCRETE
- DELTA = DELTA
- D.B. = DEED BOOK
- D.E. = DRAINAGE EASEMENT
- E.L. = ELEVATION
- E.P.P. = EDGE OF PAVEMENT
- E.S. = ELECTRIC SERVICE
- F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION
- F.F. = FINISHED FLOOR
- F.F. = FIRE HYDRANT
- F.N.D. = FIELD
- G.M. = GARAGE
- H.C. = HANDICAPPED
- H.R. = HOSE HOSE & CAP
- L.E.C. = LANDSCAPE EASEMENT
- L.W.E. = LAKE MAINTENANCE EASEMENT
- M. = MANHOLE
- M/D. = MAN & DISC
- M/V.D. = NATIONAL GEODETIC VERTICAL DATUM
- M/T. = MAN & TIN TAG
- N.T.S. = NOT TO SCALE
- N.M.A. = NON-METRIC ACCESS
- O.K.A. = OFFICIAL RECORDS BOOK
- P.A. = PLAT
- P.B. = PLAT BOOK
- P.B.C. = PALM BEACH COUNTY RECORDS
- P.C. = PAGE (S)
- P.L.C. = PROFESSIONAL LICENSED SURVEYOR
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- PROP. = PROPOSED
- R. = RADIUS
- R/W. = RIGHT-OF-WAY
- S.P. = TOP OF SPALL
- T.O.B. = TOP OF BANK
- U.C. = UTILITY EASEMENT
- U.A.W. = UNDERWAY
- W.A. = DOWNSTREAM STILLING WALL SURGE BOX

NOTES:

1. THIS DRAWING IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS DRAWING IS THE PROPERTY OF CARNAHAN-PROCTOR-CROSS, INC., CLEVELAND, OH. UNLESS OTHERWISE SPECIFIED, ALL RIGHTS ARE RESERVED. THIS DRAWING IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF CARNAHAN-PROCTOR-CROSS, INC.
3. THE LANDS SHOWN HEREON ARE SUBJECT TO ALL EASEMENTS, RESERVATIONS, RIGHTS-OF-WAY, AND RESTRICTIONS OF RECORD.
4. THERE HAVE BEEN NO UNCORRECTED IMPROVEMENTS LOCATED IN CONNECTION WITH THIS SURVEY SINCE THE SURVEY HEREON.
5. ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD83) AND ARE BASED ON THE FOLLOWING BENCHMARK: BROWARD COUNTY BENCHMARK NO. 1788, WHICH IS DESCRIBED AS A BRONZE DISC IN SOUTHWEST CORNER OF NORTH-EAST CORNER OF BRIDGE OVER CANAL, 100'± EAST OF BRIDGE ROAD ON STIRLING ROAD 0.5 MILE EAST OF I-95, ELEVATION=12.874 FEET (INDICATED ON 11,270 DRAWING).
6. THIS SPECIFIC PURPOSE SURVEY IS TO SHOW TOPOGRAPHICAL INFORMATION FOR THE AREA SHOWN.

LEGAL DESCRIPTION:

A PORTION OF SECTION 26, TOWNSHIP 30 SOUTH, RANGE 42 EAST, CITY OF DANIA BEACH ACCORDING TO THE BROWARD COUNTY RECORDS, BROWARD COUNTY, FLORIDA.

LAST DATE OF FIELD WORK: 7-23-17

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON CONFORMS TO THE STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS CHAPTER 46-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES AND THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

LANDRI M. CROSS  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA REGISTRATION NO. 123148

NO.	DATE	BY	CRD	REVISIONS	PRP/



**CARNAHAN-PROCTOR-CROSS, INC.**  
CONSULTING ENGINEERS - SURVEYORS - PLANNERS  
814 SOUTH MILITARY TRAIL, DEERFIELD BEACH, FLORIDA 33442  
PHONE: 954-972-3858 FAX: 954-972-4178 WEBSITE: www.carnahan-proctor.com

**SPECIFIC PURPOSE SURVEY**  
A PORTION OF GRIFFIN ROAD AND HIGHWAY US-1  
DANIA BEACH, FLORIDA  
FILE NO. 170609

EXHIBIT 2

(87-5-491-0305)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

D-4 (W)(S)  
7-86

SPECIAL  
P E R M I T

S-86020-368-'87

DATE August 20, 1987 Permit No. 58687.013  
SUBJECT: Section 86020 State Road 5 County Broward  
PERMITTEE City of Dania, Public Works Department

Requesting permission from the State of Florida Department of Transportation, hereinafter called the Department, to construct, operate and maintain welcome sign at Southwest corner of New Griffin Road & Federal Highway, Dania - two (2) signs; one facing North, one facing West.

from MP Station \_\_\_\_\_ to MP Station \_\_\_\_\_

1. Proposed work is within the corporate limits of a municipality. Yes() No( )  
Name of Municipality City of Dania
2. Applicant declares that prior to submitting this application he has ascertained the location of all existing utilities, both aerial and underground. A letter of notification and plan of improvement was mailed on \_\_\_\_\_ to the following utilities/municipalities.  

N/A

3. Is Interstate or Toll Road right-of-way involved? Yes ( ) No( )

4. It is expressly stipulated that this permit is a license for permissive use only and that the placing of facilities upon public property pursuant to this permit shall not operate to create or vest any property right in said holder.

5. Whenever it is determined by the Department that it is necessary for the construction, repair, improvement, maintenance, safe and efficient operation, alteration, or relocation of all, or any portion of such highway, or that it is necessary for the public transportation facility, any and all facilities shall be immediately removed from said highway or reset or relocated thereon as required by the Department, all at the expense of the permittee unless reimbursement is authorized.

6. The construction and maintenance of such facility shall not interfere with the property and rights of a prior permittee.

7. The PERMIT HOLDER covenants and agrees that it will indemnify, defend, and hold harmless the DEPARTMENT and all of the DEPARTMENT'S officers, agents and employees from any claim, loss, damage, lost, charge or expense arising out of any act, action, neglect or omission by the PERMIT HOLDER during the performance of the work whether direct or indirect, and whether to any person or property to which the DEPARTMENT or said parties may be subject, except that neither the PERMIT HOLDER nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the DEPARTMENT or any of its officers, agents or employees.

8. In case the permit holder fails to meet any of the Departments Requirements, the permit holder will be BARRED from performing further work under this permit and will be required to bring the permitted work into compliance or remove said work from the right-of-way at no cost to the Department, AND THE PERMIT HOLDER WILL STILL BE BOUND BY THE INDEMNITY PROVISION OF PARAGRAPH 7.

9. All work shall meet the Departments Standards and be certified by THE ENGINEER OF RECORD, that the work has been substantially completed in accord with the Department Standard Specification for Road and Bridge Construction, and in accord with all rules, regulation, policy, plans, special provision, and safety standards pertaining to this type work. The Engineer of Record is Herbert F. Lund, P.E.

Located at City of Dania, P.O. Box 1708, Dania, Florida. 33004.  
Telephone No. (305) 921-8700



D-4(W)(S)  
4-84

- 10. All materials and equipment may be subject to inspection by the Maintenance or Resident Engineer.
- 11. All Department property shall be restored to its original condition as far as practical, in keeping with Department specifications, and in a manner satisfactory to the Department.
- 12. The attached sketch and special provision covering details of this installation shall be made a part of this permit.
- 13. The permittee shall commence actual construction in good faith within 30 days from the day of said permit approval and shall be completed within 60 days. If the beginning date is more than 60 days from date of permit approval, then permittee must review the permit with the D.O.T. Maintenance Engineer to make sure no changes have occurred in the highway that would affect the permitted construction.
- 14. The Office of D.T. Clinebell Maintenance or Resident Engineer located at 1714 W. 1st St., Florida, telephone number 774-1111 will be notified twenty-four(24) hours in advance of the preconstruction meeting and again immediately before beginning work.
- 15. Special Instructions: \_\_\_\_\_  
\_\_\_\_\_
- 16. Special Condition: \_\_\_\_\_  
\_\_\_\_\_
- 17. Effective July 1, 1986, according to the State Statute, the Permittee must notify the local Law Enforcement Agencies prior to the closing of one (1) or more lanes of the State Highway for a period that exceeds two (2) or more hours for repair, reconstruction or alteration of the roadway.

Submitted by: Herbert F. Lund, P.E.

Herbert Lund

Signature and Title  
Director, Public Works & Utilities  
City of Dania, 100 W. Dania Beach Blvd., 33004.

Place Corporate Seal

Wanda Muller

Attested

"Waiver of Corporate Seal" on file with General Counsel, State of Florida Department of Transportation, Tallahassee, Florida. Yes( ) No(X)

Roadway Construction is proposed underway. Yes( ) Job Number \_\_\_\_\_  
No (X)

Recommended for approval W. Title E-III

Date OCT 21 1987

Approved by: R. W. Turke  
DISTRICT TRAFFIC SERVICES ENGINEER or Authorized Representative

DISTRICT TRAFFIC SERVICES ENGINEER

EXHIBIT 3



## Florida Department of Transportation

JEB BUSH  
GOVERNOR

DISTRICT MAINTENANCE - DISTRICT 4

THOMAS F. BARRY, JR.  
SECRETARY

3400 West Commercial Boulevard, Fort Lauderdale, Florida 33309-3421  
Telephone: (954) 777-4200 Fax: (954) 777-4223

October 30, 2000

*This letter is intended to act as the amendment to allow the installation of new sign and landscaping authorization.*

Mr. Peter A. Lichtman  
Weiss Serota Helfman Pastoriza & Guedes, P.A.  
3111 Stirling Road  
Ft. Lauderdale, FL 33312

Dear Mr. Lichtman:

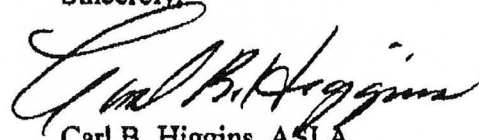
**RE: Sign and Landscaping Permit - FDOT to City of Dania Beach  
Southwest Corner of New Griffin Road and Federal Highway**

Thank you for forwarding the site plan for the new Dania Beach entryway sign and landscaping. I have had our Traffic Operation section review the proposal and they given their concurrence to the proposed sign and landscaping.

The Department is desirous of amending the Special Permit that was issued August 20, 1987 under Permit Number - S-8687.013/S-86020-368-'87, attached, to allow the installation of the new sign and landscaping. Please note that paragraphs nine (9) and fourteen (14) must be adhered to. The local Maintenance Office is located at 5548 N.W. 9th Avenue, Ft. Lauderdale, FL 33309 - telephone number is 954-776-4300. The person that needs to be notified prior to the start of the project is Mr. Al Rich. Unless he requests a preconstruction meeting it will not be necessary.

Should you or the City have any questions, please call me at (954) 777-4219. Thank you.

Sincerely,

  
Carl B. Higgins, ASLA  
Landscape Architect

CBH/c

cc: A. Rich  
L. Mayes

EXHIBIT 4

**RESOLUTION NO. 2018-141**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH BROWARD COUNTY, PERTAINING TO THE REPLACEMENT OF THE EXISTING WELCOME SIGN AND ASSOCIATED LANDSCAPING AT THE SOUTHWEST CORNER OF U.S. HIGHWAY 1 AND GRIFFIN ROAD; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, on January 9, 2001, Broward County ("County") and the City of Dania Beach, Florida ("City") entered into an agreement ("2001 Agreement"), in which the County agreed to construct and install a City welcome sign and landscaping at Griffin Road and U.S. Highway 1, and City agreed to maintain such improvements; and

**WHEREAS**, the County constructed the improvements in accordance with the terms of the 2001 Agreement; and

**WHEREAS**, on November 19, 2013, the County and City entered into an interlocal agreement ("2013 Agreement"), and the County agreed to replace the prior improvements with a new City welcome sign and associated landscaping at a cost not to exceed Two Hundred Fifty Thousand Dollars (\$250,000.00) ("Replacement Provision"), and City agreed to be responsible for the maintenance, repairs and any electricity expenses related to the new welcome sign and associated landscaping; and

**WHEREAS**, the County and City now desire to change the terms of the 2013 Agreement as follows: instead of the County itself replacing the prior improvements, the City will replace the prior improvements and the County will reimburse such work at a cost not to exceed Two Hundred Fifty Thousand Dollars (\$250,000.00), and in accordance with the Agreement attached as Exhibit 1 ("Agreement"); and

**WHEREAS**, the City agrees to accept all liability, maintenance, repairs and utility responsibilities of the approved sign and landscaping improvements to be installed at the site in accordance with the Agreement; and

**WHEREAS**, the City is requesting that Special Permit No. S-8687.013 be further modified by FDOT to allow the City to remove the prior improvements at the site and to construct and install an approved sign and landscaping improvements at the site in accordance with the terms in the Agreement;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:**

**Section 1.** That the above "Whereas" clauses are ratified and confirmed, and they are made a part of and incorporated into this Resolution by this reference.

**Section 2.** That the proper City officials are authorized to execute the Agreement with Broward County pertaining to the replacement of the existing welcome sign and associated landscaping at the southwest corner of U.S. Highway 1 and Griffin Road.

**Section 3.** That the City Manager and City Attorney are authorized to make minor revisions to the Agreement as are approved by the County and deemed necessary and proper for the best interests of the City.

**Section 4.** That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

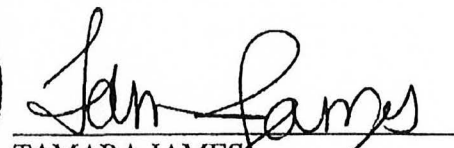
**Section 5.** That this Resolution shall become effective immediately upon its passage and adoption.

**PASSED and ADOPTED** on September 25, 2018.

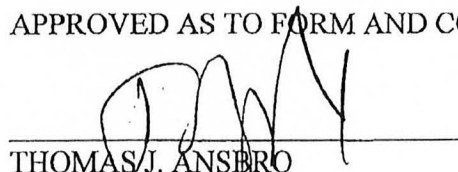
ATTEST:

  
THOMAS SCHNEIDER, CMC  
CITY CLERK



  
TAMARA JAMES  
MAYOR

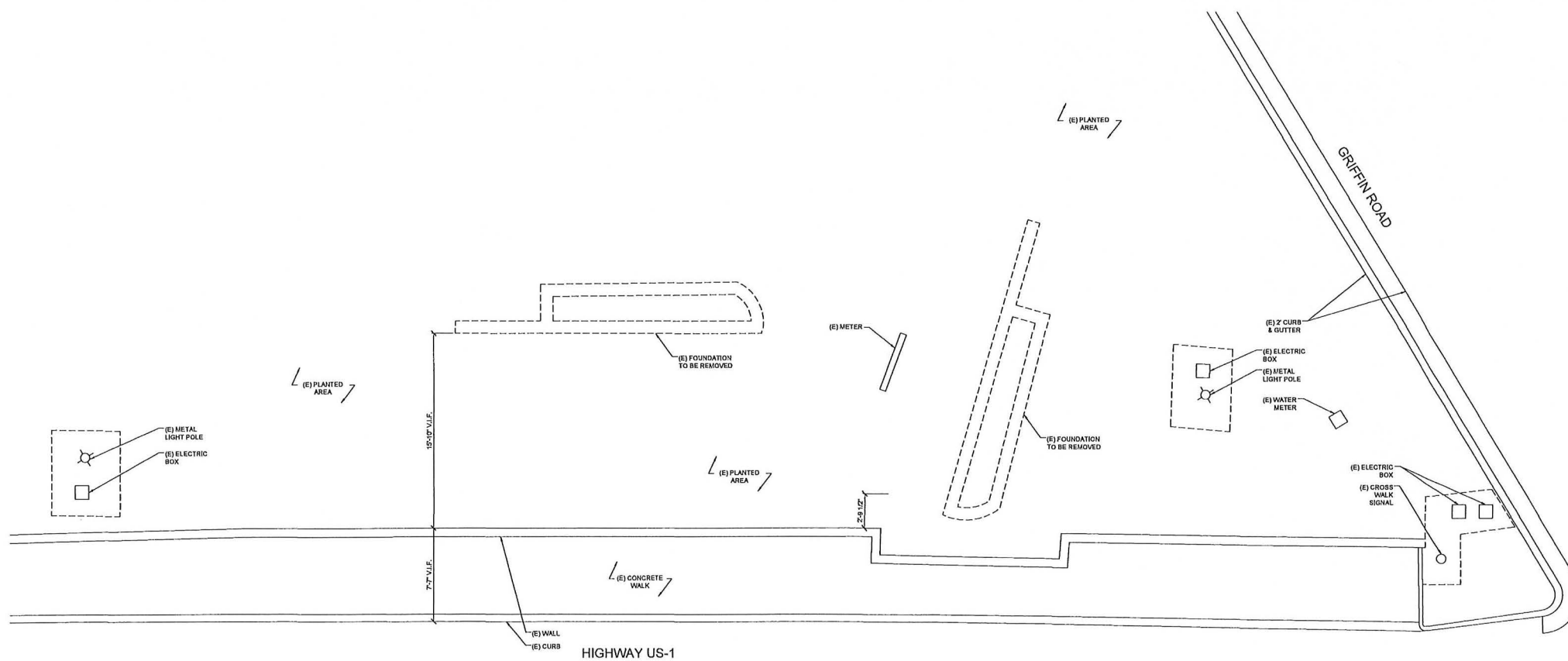
APPROVED AS TO FORM AND CORRECTNESS:

  
THOMAS J. ANSBURO  
CITY ATTORNEY





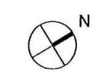
GENERAL NOTES:  
 1. SIGN FABRICATOR TO PROVIDE SHOP DRAWINGS TO ARCHITECT FOR APPROVAL PRIOR TO FABRICATION.  
 2. ALL STRUCTURAL ENGINEERING REQUIREMENTS TO BE PROVIDED BY SIGN FABRICATOR.  
 3. ALL SIGN COMPONENTS AND FOUNDATIONS MUST MEET FEDERAL, STATE, AND LOCAL CODES.



ANTHONY ABBATE ARCHITECT PA  
 135 EAST SUMNER BOULEVARD, SUITE 121  
 FORT LAUDERDALE, FL 33304-2516  
 T: 954.343.0300 E: anthony@anthonyabbatearchitect.com  
 www.anthonyabbatearchitect.com

PROJECT TYPE:  
SIGNAGE  
 PROJECT NAME:  
DANIA BEACH  
ENTRANCEWAY  
SIGNAGE  
 ADDRESS:  
SOUTHWEST CORNER OF  
US-1 AND GRIFFIN ROAD  
 PROJECT NUMBER:  
30615

VERSION:  
CONSTRUCTION SET  
 DATE:  
08.15.17  
 SHEET TITLE:  
DEMO PLAN  
METAL SIGN  
 DATE PRINTED:  
2018-7-20



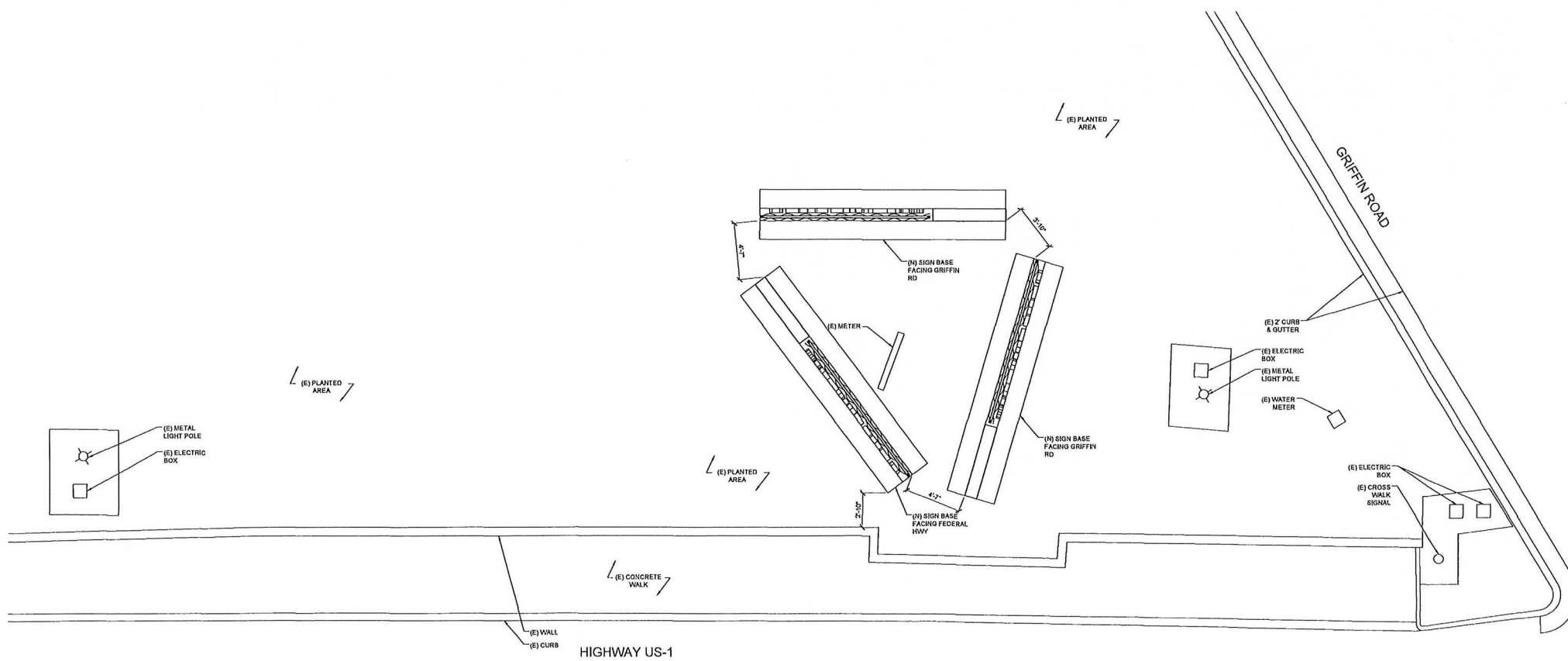
SITE PLAN: US-1/GRIFFIN RD

01

SCALE: 1/4" = 1'-0"

A0.50

GENERAL NOTES:  
 1. SIGN FABRICATOR TO PROVIDE SHOP DRAWINGS TO ARCHITECT FOR APPROVAL PRIOR TO FABRICATION.  
 2. ALL STRUCTURAL ENGINEERING REQUIREMENTS TO BE PROVIDED BY SIGN FABRICATOR.  
 3. ALL SIGN COMPONENTS AND FOUNDATIONS MUST MEET FEDERAL, STATE, AND LOCAL CODES.



ANTHONY ABBATE ARCHITECT PA  
 FL REG NO AR 9811825    NJ REG NO 000551-1  
 10000 W. UNIVERSITY BLVD. SUITE 111  
 FORT LAUDERDALE, FL 33304-2521  
 T. 954.271.5508    E. anthony@abbatearchitect.com  
 www.anthonyabbatearchitect.com

PROJECT TYPE:  
SIGNAGE  
 PROJECT NAME:  
DANIA BEACH  
ENTRANCEWAY  
SIGNAGE  
 ADDRESS:  
SOUTHWEST CORNER OF  
US 1 AND GRIFFIN ROAD  
 PROJECT NUMBER:  
30615

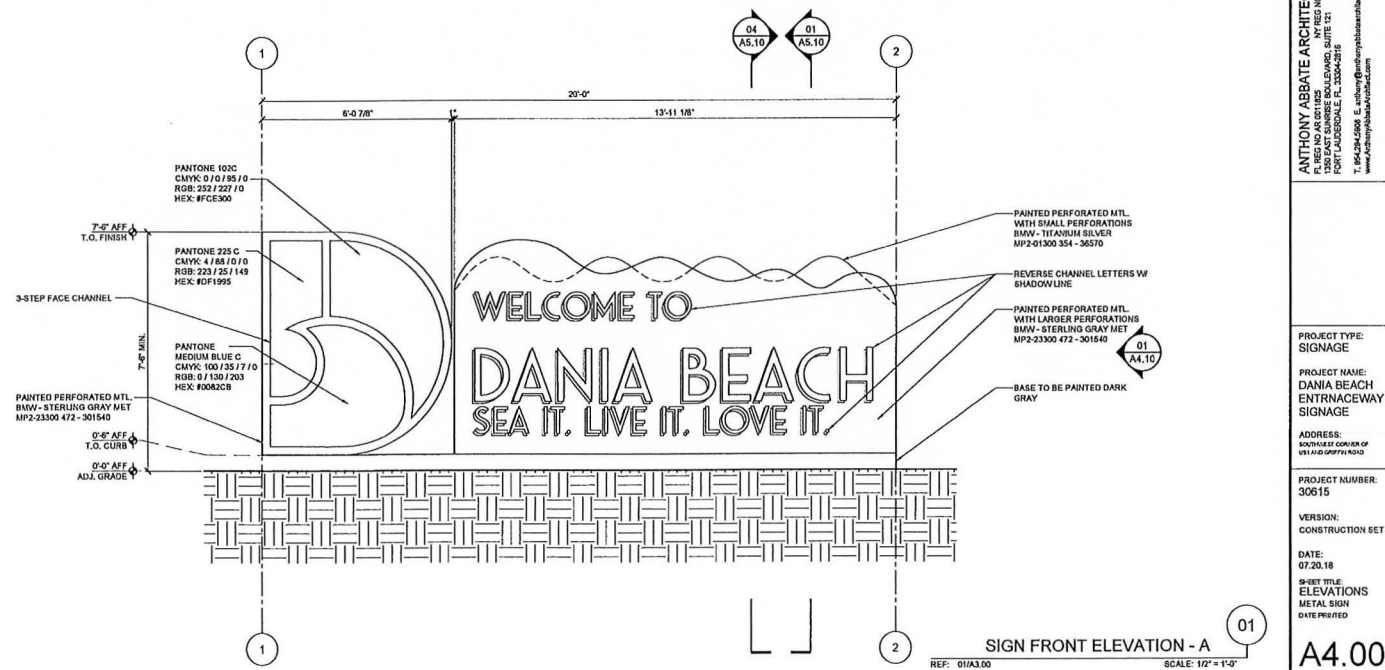
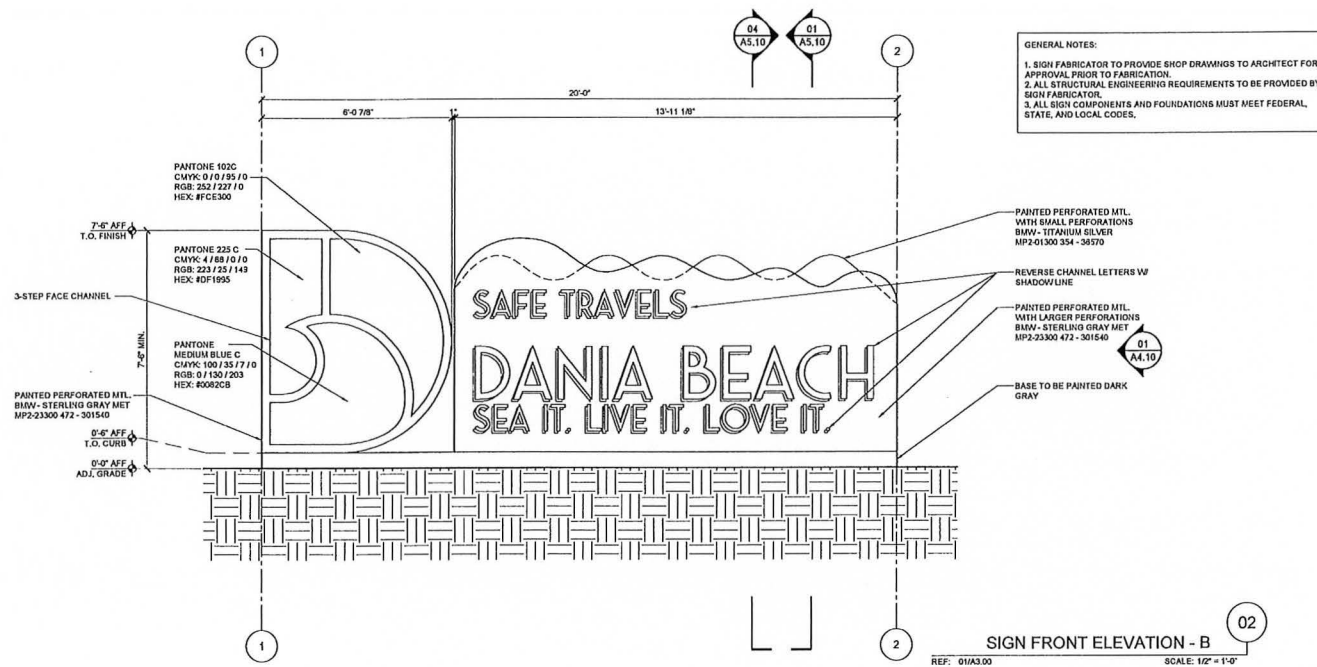
VERSION:  
CONSTRUCTION SET  
 DATE:  
07.20.18  
 SHEET TITLE:  
SITE PLAN  
VIDEO SIGN  
DATE PRINTED:



SITE PLAN: US-1/GRIFFIN RD  
 REF: --    SCALE: 1/4" = 1'-0"

01

A1.00



ANTHONY ABBATE ARCHITECT PA  
1500 EAST SUNNYSIDE BOULEVARD, SUITE 101  
PORT JACOBSON, FL 32064-2428  
www.anthonysabbate.com

PROJECT TYPE:  
SIGNAGE

PROJECT NAME:  
DANIA BEACH  
ENTRANCEWAY  
SIGNAGE

ADDRESS:  
SOUTHWEST CORNER OF  
VIA ALABAMA AND  
N. 10th St.

PROJECT NUMBER:  
30615

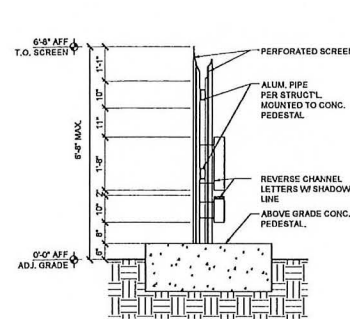
VERSION:  
CONSTRUCTION SET

DATE:  
07.20.18

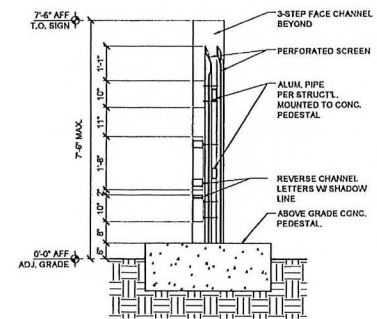
SHEET TITLE:  
ELEVATIONS  
METAL SIGN  
DATE PRINTED

A4.00

GENERAL NOTES:  
 1. SIGN FABRICATOR TO PROVIDE SHOP DRAWINGS TO ARCHITECT FOR APPROVAL PRIOR TO FABRICATION.  
 2. ALL STRUCTURAL ENGINEERING REQUIREMENTS TO BE PROVIDED BY SIGN FABRICATOR.  
 3. ALL SIGN COMPONENTS AND FOUNDATIONS MUST MEET FEDERAL, STATE, AND LOCAL CODES.



MONOLITHIC SIGN SECTION 04  
 REF: 01/A3.10 SCALE: 1/2" = 1'-0"



MONOLITHIC SIGN SECTION 01  
 REF: 01/A3.10 SCALE: 1/2" = 1'-0"

ANTHONY ABRATE ARCHITECT PA  
 100 EAST SUMNER BOULEVARD, SUITE 121  
 FORT LAUDERDALE, FL 33304-4016  
 T. 954.242.2908 E. anthony@antonyabratearchitect.com  
 www.antonyabratearchitect.com

PROJECT TYPE:  
SIGNAGE  
 PROJECT NAME:  
DANIA BEACH  
ENTRANCEWAY  
SIGNAGE  
 ADDRESS:  
SOUTHWEST CORNER OF  
1911 AND GORTON ROAD  
 PROJECT NUMBER:  
30615  
 VERSION:  
CONSTRUCTION SET  
 DATE:  
07.20.18  
 SHEET TITLE:  
SECTIONS  
MONOLITHIC SIGN  
DATE PLOTTED:

A5.10

