

1 RESOLUTION NO. 2018-

2 A RESOLUTION OF THE BOARD OF COUNTY  
3 COMMISSIONERS OF BROWARD COUNTY, FLORIDA,  
4 APPROVING AMENDMENT NUMBER ONE TO THE LEASE  
5 AGREEMENT WITH THE STATE OF FLORIDA  
6 DEPARTMENT OF TRANSPORTATION FOR CERTAIN  
7 PROPERTY OVER SR-5/US-1; AUTHORIZING  
8 EXECUTION OF SAME; AUTHORIZING THE DIRECTOR  
9 OF AVIATION TO EXECUTE ANY AMENDMENTS TO THE  
10 EXHIBITS TO THE LEASE SUBJECT TO THE OFFICE OF  
11 THE COUNTY ATTORNEY APPROVING AS TO LEGAL  
12 SUFFICIENCY; AND PROVIDING FOR AN EFFECTIVE  
13 DATE.

14 WHEREAS, the State of Florida Department of Transportation ("FDOT") and  
15 Broward County ("County") entered into a Lease Agreement dated December 14, 2011  
16 ("Lease"), in which the County leased certain property from FDOT over SR-5/US-1  
17 ("Leased Property"); and

18 WHEREAS, FDOT and the County desire to amend the Lease to amend the  
19 Leased Property description and to clarify and supplement the maintenance and warranty  
20 obligations of each party, as set forth in Amendment Number One to the Lease attached  
21 hereto ("Amendment One"), NOW, THEREFORE,

22 BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF  
23 BROWARD COUNTY, FLORIDA:

24 Section 1. The Broward County Board of County Commissioners approves  
Amendment One between FDOT and the County, and authorizes the Mayor or Vice-  
Mayor to execute Amendment One attached hereto.

1  
2 Section 2. The Director of Aviation is hereby authorized to execute any  
3 amendments to the exhibits to the Lease subject to the Office of the County Attorney  
4 approving as to legal sufficiency.

5  
6 Section 3. Effective Date.

7 This Resolution is effective upon adoption.

8  
9 ADOPTED this            day of            , 2018.

10  
11 Approved as to form and legal sufficiency:  
12 Andrew J. Meyers, County Attorney

13 By /s/ Carlos A. Rodriguez-Cabarrocas 09/10/18  
14 Carlos A. Rodriguez-Cabarrocas (date)  
Assistant County Attorney

15 By /s/ Sharon V. Thorsen 09/10/18  
16 Sharon V. Thorsen (date)  
17 Assistant County Attorney

18  
19  
20  
21  
22 CRC:SVT/ch  
23 9/10/2018  
24 FDOT Reso  
#376642.1

**SECTION NO.:** 86010  
**FPID(s)** 407704-1-94-01  
**COUNTY:** Broward  
**S.R. No.:** SR-5 / US-1

**AMENDMENT NUMBER ONE (1) TO THE LEASE**

**THIS AMENDMENT NUMBER ONE (1) TO THE LEASE (“AMENDMENT”)** is entered into by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, an agency of the State of Florida (**“DEPARTMENT”**), and **BROWARD COUNTY**, a political subdivision of the State of Florida (**“COUNTY”**) (collectively, the **“PARTIES”**), and is effective as of the date it is fully executed by the **PARTIES**.

**RECITALS:**

**WHEREAS**, the **DEPARTMENT** has jurisdiction over State Road (SR) 5 / US-1; and

**WHEREAS**, the **PARTIES** entered into a Lease Agreement dated December 14, 2011, for ninety-nine (99) years beginning January 1, 2012 (**“LEASE”**); and

**WHEREAS**, pursuant to the **LEASE**, the **COUNTY** leased property over SR-5/US-1 and a portion of SR-5/US-1 as described in Exhibit A (Leased Property) to the **LEASE (“LEASED PROPERTY”)**; and

**WHEREAS**, the **LEASE** requires the **LEASED PROPERTY** to be amended following completion of the **PROJECT** (as defined in the **LEASE**) by attaching the as-built locations of the **COUNTY-OWNED IMPROVEMENTS** (hereinafter defined) within the **LEASED PROPERTY**, with such area becoming the **NEW LEASED PROPERTY** (hereinafter defined); and

**WHEREAS**, certain **DEPARTMENT-OWNED IMPROVEMENTS** (hereinafter defined) constructed by the **COUNTY** were constructed on **COUNTY**-owned right-of-way; and

**WHEREAS**, the **PARTIES** mutually recognize the need for entering into this **AMENDMENT** to the **LEASE**; and

**WHEREAS**, the **COUNTY**, by Resolution attached hereto and by this reference made a part hereof as Exhibit D1, desires to enter into this **AMENDMENT** and authorizes its Mayor or Vice-Mayor to do so;

**NOW THEREFORE**, for and in consideration of the mutual benefits to flow each to the other, the **PARTIES** amend the **LEASE** as follows:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. Exhibit A, the **LEASED PROPERTY**, shall be replaced with Exhibit A1, the **“NEW LEASED PROPERTY,”** attached hereto. All references to the **LEASED PROPERTY** in the **LEASE**, as amended, shall hereinafter refer to the **NEW LEASED PROPERTY** in Exhibit A1.
3. Exhibit E, Ramp Area, of the **LEASE** is hereby deleted. All references to Exhibit E in the **LEASE**, as amended, shall hereinafter refer to Exhibit A1.
4. As-built plan sets are listed on Exhibit B1, which is attached as a reference. The as-built plans don't completely delineate **DEPARTMENT-OWNED PROPERTY** and **COUNTY-OWNED PROPERTY** as required by the **LEASE** because the **PARTIES** agreed to remove that requirement from the **LEASE**.

SECTION NO.: 86010  
FPID(s) 407704-1-94-01  
COUNTY: Broward  
S.R. No.: SR-5 / US-1

5. Exhibit B of the **LEASE**, Ownership, Use and Maintenance of leased Property, is amended to read as follows. Words in ~~striketrough~~ type are deletions from existing text. Words in **bold underline** type are additions to existing text.

1. Ownership of Improvements:

- a. The Lessee shall own the following "County-Owned Improvements": Runway and Taxiway Structures and all ancillary facilities to the Runway and Taxiway Structures, including, but not limited to, drainage systems, the "Exit Ramp Area" depicted on Exhibit ~~E A1 of this Amendment~~, attached hereto, ~~and~~ other below-ground infrastructure for the Runway and Taxiway Structures, surface areas, retaining walls, embankments and all appurtenances, lighting fixtures utilized for runway purposes that are attached to the Runway and Taxiway Structures, highway illumination lighting that is attached to or is a part of the runway structure, ventilation and fire protection systems, mechanical and electrical systems, including airport communication systems, fire suppression runoff retention facility, ~~and~~ mechanical/electrical/fire protection systems, ~~and~~ closed circuit television (CCTV) system, ~~all as shown on the "as built" plans for the Project as "County-Owned."~~ **and any other improvement which function is to serve the Lessee's purposes relating to providing an international airport.**
- b. The Lessor shall own the following "Department-Owned Improvements": All existing and future surface transportation facilities and roadway improvements within SR 5 right of way, and subsurface thereto, and any space or area necessary for surface transportation uses within the limits of the **NEW** Leased Property that are within the Runway and Taxiway Structures that may be constructed by Lessee or Lessor within the area of the **NEW** Leased Property, including, but not limited to, roadway grade separation structures, existing and future light rail system improvements, all improvements to Lessor's drainage facilities and drainage systems, all sidewalks and trails, traffic signage, lighting fixtures utilized for roadway illumination purposes (other than highway illumination lighting that is attached to or a part of the runway structure), and all other improvements and equipment installed by Lessor within the area of the **NEW** Leased Property, including, but not limited to, a possible future ITM System (Intelligent Transportation Management System) **and any other improvement which function is to serve the Lessor's purposes relating to providing a state highway system.** In addition, "Department-Owned Improvements" shall include all improvements installed by Lessee in connection with the Project, for the Lessor's sole use, such as but not limited to, roadways, traffic monitoring equipment, roadway grade separation structures, regulatory signage, lighting fixtures utilized for roadway illumination purposes, closed circuit television (CCTV) system, drainage systems, ~~and~~ traffic signaling devices, ~~all as shown on the "as built" plans for the Project as "Department-Owned."~~
6. The **DEPARTMENT'S** utility room, as depicted on the as-built plans referenced in Exhibit B1, is a portion of a larger utility building constructed on **COUNTY** property that

**SECTION NO.:** 86010  
**FPID(s)** 407704-1-94-01  
**COUNTY:** Broward  
**S.R. No.:** SR-5 / US-1

currently contains equipment related to communications and monitoring systems. The **COUNTY** shall ensure that the **DEPARTMENT'S** utility room is accessible to the **DEPARTMENT** at all times.

7. The **COUNTY** constructed electrical load centers for **DEPARTMENT** owned lighting systems on **COUNTY**-owned property as depicted on the as-built plans referenced in Exhibit B1. The **COUNTY** shall ensure that the **DEPARTMENT'S** load centers are accessible to the **DEPARTMENT** at all times.
8. Exhibit C1 is attached hereto to delineate the maintenance responsibilities between the **PARTIES** for the **NEW LEASED PROPERTY** and property surrounding the **NEW LEASED PROPERTY ("MATRIX")**. Exhibit C1 shall further delineate the responsibilities between the **PARTIES** as to the sign structure inspection, sign structure maintenance, sign panel maintenance, and sign panel replacement. Sign panel replacement shall require a **DEPARTMENT** permit or Construction Agreement.
9. The exhibits of the **LEASE**, as amended, may be amended by agreement of the **PARTIES**, with **COUNTY** acting through its Director of Aviation.
10. **ENTIRE AGREEMENT**

The **LEASE**, as amended hereby, embodies the entire agreement and understanding between the **PARTIES**. Accordingly, the **PARTIES** agree that no deviation from the terms of the **LEASE**, as amended hereby, shall be predicated upon any prior representations or agreements, whether oral or written, except for the following:

- a. Public Transportation Joint Participation Agreement between the State of Florida, Department of Transportation and Broward County, dated June 19, 2008, as amended as to all other responsibilities not specifically mentioned in the **LEASE** as amended.
  - b. State Highway Lighting Maintenance Compensation Agreement dated June 18, 2003, as amended.
  - c. Traffic Signal Maintenance and Compensation Agreement dated July 1, 2010, as amended.
11. Except as modified by this **AMENDMENT**, all terms and conditions of the **LEASE** shall remain in full force and effect.

**12. LIST OF EXHIBITS**

Exhibit A1	<b>NEW LEASED PROPERTY</b>
Exhibit B1	List of As-Builts
Exhibit C1	Summary of Maintenance for <b>NEW LEASED PROPERTY</b> and other areas contemplated in the <b>LEASE</b> (the <b>MATRIX</b> )
Exhibit D1	Resolution

SECTION NO.: 86010  
FPID(s) 407704-1-94-01  
COUNTY: Broward  
S.R. No.: SR-5 / US-1

**IN WITNESS WHEREOF**, the parties hereto have made and executed this **AMENDMENT**:  
**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 the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, signing by and through its Director of Operations duly authorized to execute same.

COUNTY

ATTEST:


BROWARD COUNTY, by and through its Board of County Commissioners

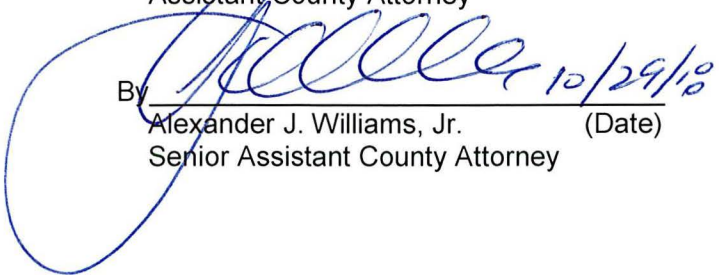
\_\_\_\_\_  
Broward County Administrator, as  
Ex officio Clerk of the Broward County  
Board of County Commissioners

By \_\_\_\_\_  
Mayor

\_\_\_\_ day of \_\_\_\_\_, 20\_\_

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  \_\_\_\_\_ 10/29/18  
Carlos Rodriguez-Cabarrocas (Date)  
Assistant County Attorney

By  \_\_\_\_\_ 10/29/18  
Alexander J. Williams, Jr. (Date)  
Senior Assistant County Attorney

**SECTION NO.:** 86010  
**FPID(s)** 407704-1-94-01  
**COUNTY:** Broward  
**S.R. No.:** SR-5 / US-1

DEPARTMENT:

ATTEST:

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Executive Secretary  
(SEAL)

Sign: \_\_\_\_\_  
Director of Operations

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Approval as to Form:

Sign: \_\_\_\_\_  
District General Counsel

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**SECTION NO.:** 86010  
**FPID(s)** 407704-1-94-01  
**COUNTY:** Broward  
**S.R. No.:** SR-5 / US-1

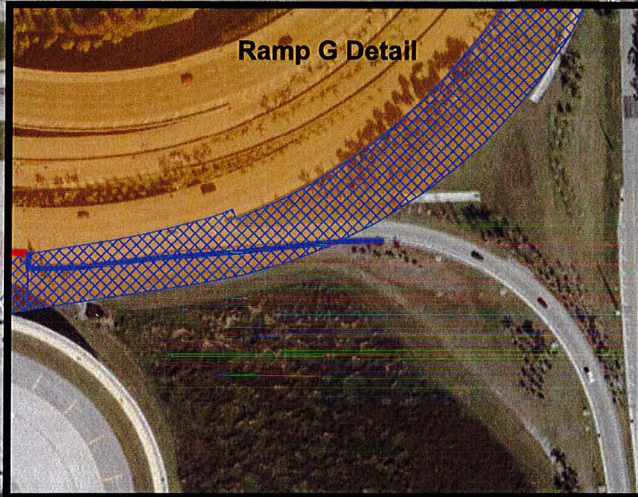
EXHIBIT A1

NEW LEASED PROPERTY

Please see next pages for EXHIBIT A1

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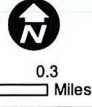


Path: S:\Transportation\Drawings\2014\02\25\140225\140225.dwg  
 User: jason.eckhardt  
 Date: 02/25/2014 11:51:00 AM  
 Project: I-595/862 Interchange  
 Title: I-595/862 Interchange  
 Date: 02/25/2014

**Legend**

- BCAD MSE Wall
- FDOT MSE Wall
- New FLL Airport Leased Property as of 2018
- FDOT ROW
- Broward County Parcels

This data is intended for the use of FDOT personnel and authorized consultants. The data has been compiled from a variety of sources and there is no guarantee of its accuracy, completeness, reliability or suitability for any particular purpose or any representation or warranty, express or implied, by the Florida Department of Transportation concerning the data. It is the responsibility of the user to use the data appropriately and in accordance with its limits. Contact the source agency of FDOT to determine if the data is accurate and correct.



**Amendment 1  
To the Lease  
Exhibit A1**

New Leased  
Property  
FLL Airport

Service Layer Credits: Source: Esri, DeLorme, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

**SECTION NO.:** 86010  
**FPID(s)** 407704-1-94-01  
**COUNTY:** Broward  
**S.R. No.:** SR-5 / US-1

EXHIBIT B1

LIST OF AS-BUILTS

Please see next pages for EXHIBIT B1

[Remainder of this page intentionally left blank]

## Amendment to the Lease - Exhibit B1

### FLL Airport Runway Extension - As-Builts / Record Drawings

*To view the Document, click the hyperlink under "Drawing Set"*

Set #	Drawing Set	Description
<b>Runway / Taxiway Structures &amp; Portals</b>		
1	<a href="#">Runway Foundations and Substructure</a>	Foundation plans, core borings, piles, etc.
2	<a href="#">Runway Substructure</a>	Abutment/bent plans & elevations, etc.
3	<a href="#">Runway Superstructure</a>	Superstructure plans & details, framing, post-tensioning, finished grade elevations, etc.
4	<a href="#">Taxiway Foundation and Substructure</a>	Foundation plans, core borings, bent & piles, etc.
5	<a href="#">Taxiway Substructure</a>	Abutment and Intermediate bent plans & details, etc.
6	<a href="#">Taxiway Superstructure</a>	Superstructure plans & details, framing, post-tensioning, finished grade elevations, etc.
30	<a href="#">Runway and Taxiway Portal</a>	FLL Runway and Taxiway Portals - Decorative Shoruds at Tunnel Entrances
<b>Utility Building &amp; Systems (Includes systems for Tunnels)</b>		
7	<a href="#">Utility Building G-C-FH-WM-DD</a>	Utility Building: General, Civil, Fire Hydrant, Architectural, Structural, Mechanical & Plumbing
8	<a href="#">Utility Building E Set</a>	Utility Building: Electrical
9	<a href="#">Utility Building FP-TC-LS</a>	Utility Building: Fire Protection, Tunnel Traffic Control, Life safety
15	<a href="#">Fire Protection Collection System</a>	Tunnel Fire Protection Drainage System for US-1 and Perimeter Road
<b>US-1 Roadway</b>		
10	<a href="#">US-1 Roadways</a>	US-1, Airport Entrance Roadway/ramps, Perimeter Road, Drainage Map, Roadway profiles, etc.
11	<a href="#">US-1 Drainage and Roadways Sections</a>	US-1 Drainage structures, Pond details, etc.
14	<a href="#">US-1 Signalization</a>	US-1 Signalization Plans
14	<a href="#">US-1 Signing and Pavement Markings</a>	US-1 Signing and Pavement Marking Plans
14	<a href="#">US-1 Roadway and Garage Signage</a>	US-1 Roadway Sign Layouts
<b>US-1 Lighting</b>		
	<a href="#">US-1 Lighting Plans</a>	US-1 Lighting Plans - Released for Construction
<b>NE 10th Street , NE 7th Avenue &amp; Ramp G</b>		
16	<a href="#">NE 10th Street Extension</a>	Roadway and Drainage plans, Traffic Control plans, etc. for NE 10th Street & NE 7th Avenue
17	<a href="#">US-1 Airport Exit Ramp G</a>	Airport Exit Ramp to Southbound US-1 - Roadway and Drainage plans

## Amendment to the Lease - Exhibit B1 FLL Airport Runway Extension - As-Builts / Record Drawings

*To view the Document, click the hyperlink under "Drawing Set"*

Set #	Drawing Set	Description
<b><i>Braided Ramp</i></b>		
18	<a href="#">Braided Ramp Bridge and MSE Wall</a>	NB US-1 Ramp, Ramp 595 Braided Bridge & MSE Wall
19	<a href="#">Braided Ramp Roadway</a>	NB US-1 Ramp, Ramp 595 Braided Ramp - Roadway plans, Drainage details, etc.
20	<a href="#">MSE Retaining Walls</a>	East & West Embankment MSE Retaining Walls
<b><i>Airfield</i></b>		
21	<a href="#">Airfield Electrical and Drainage</a>	Airfield Electrical, Lighting & Signage & Drainage for Runway & Taxiway Surfaces
<b><i>ITS / Security Systems</i></b>		
27	<a href="#">FLL Airport ITS I-595 US-1 Griffin Rd</a>	ITS (FDOT) - I-595, US-1 & Griffin Road around FLL Airport
28	<a href="#">FLL Airport ITS BCAD Specific 111416</a>	BCAD CCTV System - FLL Airport Runway & Taxiway J over FEC Railroad and US-1
29	<a href="#">FLL Airport ITS FDOT Specific 111416</a>	ITS (FDOT) - FLL Airport Runway & Taxiway J over FEC Railroad and US-1
<b><i>Miscellaneous</i></b>		
	<a href="#">Force Main</a>	Force Main Plans & Details
	<a href="#">Property Survey</a>	Property Survey
	<a href="#">Water Main East</a>	Water Main Plans & Details
	<a href="#">Water Main North</a>	Water Main Plans & Details

**SECTION NO.:** 86010  
**FPID(s)** 407704-1-94-01  
**COUNTY:** Broward  
**S.R. No.:** SR-5 / US-1

EXHIBIT C1

SUMMARY OF MAINTENANCE FOR NEW LEASED PROPERTY  
AND OTHER AREAS CONTEMPLATED IN THE LEASE

Please see next pages for EXHIBIT C1

[Remainder of this page intentionally left blank]

**SECTION NO.:** 86010  
**FPID(s)** 407704-1-94-01  
**COUNTY:** Broward  
**S.R. No.:** SR-5 / US-1

**EXHIBIT C1**

**SUMMARY OF MAINTENANCE FOR NEW LEASED PROPERTY AND OTHER AREAS  
CONTEMPLATED IN THE LEASE**

The **COUNTY** operates a portion of its runway and taxiway within the **NEW LEASED PROPERTY** and over State Road 5/US-1 with traffic continuing along SR-5 / US-1; and

The **DEPARTMENT** operates SR-5 / US-1 as a State Road; and

There are certain maintenance responsibilities of both the **COUNTY** and the **DEPARTMENT** with respect to the **NEW LEASED PROPERTY** and property surrounding the **NEW LEASED PROPERTY** pursuant to the **LEASE**; and

The **COUNTY** may also be referred to as "BCAD" and "Other Broward County"; and

This Exhibit details the responsibilities of the **DEPARTMENT** and the **COUNTY** as to the **NEW LEASED PROPERTY** and property surrounding the **NEW LEASED PROPERTY**.

1. The recitals set forth above are true and correct and are deemed incorporated herein.

**2. WARRANTIES**

The **COUNTY** was unable to transfer the warranties on **DEPARTMENT-OWNED IMPROVEMENTS** to the **DEPARTMENT** as required by the **LEASE**. Therefore, such warranties will reside with the **COUNTY**. The warranties required by the **LEASE** are listed in **Attachment 1 (Maintenance Value Added Warranty Matrix)**, hereinafter "**WARRANTIED ITEMS.**"

The **DEPARTMENT** shall notify the **COUNTY** for any **WARRANTIED ITEM(S)** that require correction, and the **COUNTY** shall immediately address the issue with the warrantor, unless the warranty has been waived as provided in Attachment I. In the event that any **WARRANTIED ITEM(S)** are not under warranty due to **COUNTY'S** neglect in obtaining the required warranties or timely enforcement of warranties upon notice by the **DEPARTMENT**, the **COUNTY** shall fix such **WARRANTIED ITEM(S)** at its sole cost and expense, unless the warranty has been waived as provided in Attachment I.

**3. MAINTENANCE OF FACILITIES**

- a. This Exhibit details and designates the maintenance responsibilities (that are provided in the **LEASE**) in connection with the improvements within the **NEW LEASED PROPERTY** and the property surrounding the **NEW LEASED PROPERTY**.
- b. The **COUNTY** shall be responsible for enforcement of the warranties and annual inspections of all items under warranty (warranty period has not expired), as listed in **Attachment 1**.

**SECTION NO.:** 86010  
**FPID(s)** 407704-1-94-01  
**COUNTY:** Broward  
**S.R. No.:** SR-5 / US-1

- c. Upon final acceptance of the **PROJECT** by the **DEPARTMENT**, as defined in the **LEASE**, the **DEPARTMENT** shall begin its maintenance responsibilities as detailed in the **LEASE** and **Attachment 2 (Maintenance Responsibility Matrix)**. Except as detailed in **Attachment 2**, the **DEPARTMENT** shall be responsible to maintain all **DEPARTMENT-OWNED IMPROVEMENTS**.
- d. Maintenance by the **COUNTY** (which will include both Broward County Aviation Department "BCAD" and Other Broward County Agencies) shall be in accordance with the **LEASE** and **Attachment 2**. Except as detailed in **Attachment 2**, the **COUNTY** shall be responsible to maintain all **COUNTY-OWNED IMPROVEMENTS**.
- e. The **COUNTY** shall be solely responsible for any damages or injuries to surrounding property, vehicles, people, or other assets occurring as a result of the maintenance or repair operations by the **COUNTY**. The **COUNTY** shall repair any such damage to the satisfaction of the **DEPARTMENT** and at no expense to the **DEPARTMENT**.
- f. The functions to be performed by the **COUNTY** may be subject to periodic inspections by the **DEPARTMENT**. Such inspection findings will be shared with the **COUNTY** and may be the basis of decisions concerning this **LEASE**.
- g. Any work impacting traffic flow on SR-5 / US-1 must be coordinated with the **DEPARTMENT**. Lane closures must be submitted for approval in accordance with **DEPARTMENT** procedures and policies and must meet the goals established in the **DEPARTMENT'S** Open Roads Policy.

#### 4. NOTICE OF MAINTENANCE DEFICIENCIES

- a. If, at any time while the terms of this **LEASE** are in effect, it shall come to the attention of the **DEPARTMENT** that the **COUNTY'S** responsibilities as established herein, or a part thereof, are not being properly accomplished pursuant to the terms of this **LEASE**, as amended, the **DEPARTMENT** may issue a written notice that a deficiency or deficiencies exist(s) by sending a certified letter to the **COUNTY**, in care of the Director of Broward County Aviation Department, to place the **COUNTY** on notice regarding its maintenance deficiencies. Thereafter, the **COUNTY** shall have a period of Sixty (60) calendar days within which to correct the cited deficiency or deficiencies, or, if such deficiency or deficiencies cannot be cured with due diligence and good faith within Sixty (60) calendar days, the **COUNTY** shall promptly and with due diligence and good faith begin to cure the deficiency or deficiencies within Sixty (60) calendar days after such notice of deficiency is given. Should additional time be required to correct the deficiency or deficiencies, additional time will be requested by the **COUNTY** and agreed to in writing by both **PARTIES**. If said deficiencies are not corrected within the time period, the **DEPARTMENT** may, at its option, proceed under one or more or a combination of the following items:
  - i. The **DEPARTMENT** may repair those items identified in the notice of

**SECTION NO.:** 86010  
**FPID(s)** 407704-1-94-01  
**COUNTY:** Broward  
**S.R. No.:** SR-5 / US-1

deficiencies. Corrective actions will be performed with the **DEPARTMENT** and/or its independent contractor's materials, equipment, and personnel. The actual cost for such work will be charged to the **COUNTY**; and

- ii. other default provisions herein and as provided by law.

## 5. FUTURE DEPARTMENT IMPROVEMENTS

- a. Within the **NEW LEASED PROPERTY**, the **DEPARTMENT** may remove, relocate, or adjust, with advance notice to the **COUNTY**, the **COUNTY-OWNED IMPROVEMENTS**, except the taxiway and runway
- b. The **DEPARTMENT** may remove, relocate, or adjust the **DEPARTMENT-OWNED IMPROVEMENTS** covered by this **LEASE** at any time deemed necessary by the **DEPARTMENT** in order that the state road be widened, altered, or otherwise changed to meet with future criteria or planning of the **DEPARTMENT**. The Department may move or adjust landscape as necessary without notice or consent.

## 6. DISPUTES

The **DEPARTMENT'S** District Secretary shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this **LEASE**, as amended, the prosecution or fulfillment of the service hereunder, and the character, quality, amount, and value thereof; and his decision upon all claims, questions, and disputes shall be final and conclusive upon the **PARTIES**.

## 7. LIST OF ATTACHMENTS

- Attachment 1: Warranty Matrix
- Attachment 2: Maintenance Responsibility Matrix
- Attachment 3: Sign Structures / Panel Details
- Attachment 4: Sign Structures / Panel Overview



**SECTION NO.:** 86010  
**FPID(s)** 407704-1-94-01  
**COUNTY:** Broward  
**S.R. No.:** SR-5 / US-1

**ATTACHMENT 1**

WARRANTY MATRIX

Please see next pages for Attachment 1

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**SECTION NO.:** 86010  
**FPID(s)** 407704-1-94-01  
**COUNTY:** Broward  
**S.R. No.:** SR-5 / US-1

**ATTACHMENT 1**

<b>WARRANTY MATRIX</b>			
<b>ITEM</b>	<b>TYPE OF WARRANTY</b>	<b>FDOT 2010 STANDARD SPECIFICATIONS</b>	<b>WARRANTY EXPIRATION DATE OR TIME FROM FINAL ACCEPTANCE (F.A.)</b>
A	GALVANIZED STEEL STRAIN POLES, MAST ARMS AND MONOTUBE ASSEMBLIES	649	1/28/2020
B	HIGHWAY LIGHTING MATERIALS - Luminaires - Metal Corrosion - Transient Voltage Surge Suppression - FDOT Assemblies	992	1/28/2020 1/28/2020 1/28/2023 1/28/2020
C	INTELLIGENT TRANSPORTATION SYSTEMS – MOTORIST INFORMATION SYSTEMS	781	5 years from F.A.
D	INTELLIGENT TRANSPORTATION SYSTEMS – VIDEO EQUIPMENT	782	3 years from F.A.
E	INTELLIGENT TRANSPORTATION SYSTEMS - FIBER OPTIC CABLE AND INTERCONNECT	783	2 years from F.A.
F	INTELLIGENT TRANSPORTATION SYSTEMS – NETWORK DEVICES (Ethernet Switch, Device Server)	784	5 years from F.A.
G	INTELLIGENT TRANSPORTATION SYSTEMS – NETWORK DEVICES (Digital Video Encoder and Decoder)	784	2 years from F.A.
H	INTELLIGENT TRANSPORTATION SYSTEMS – NETWORK DEVICES (Uninterruptable Power Supply / UPS)	784	5 years from F.A.
I	INTELLIGENT TRANSPORTATION SYSTEMS – INFRASTRUCTURE (Poles and Lowering Devices)	785	3 years from F.A.

Should the County provide the full quantity listed as 'Spare Devices' in the table below for any of the Device Types listed in the table, the Department will acknowledge receipt of the devices in writing and waive any remaining warranty associated with those devices.

**SECTION NO.:** 86010  
**FPID(s)** 407704-1-94-01  
**COUNTY:** Broward  
**S.R. No.:** SR-5 / US-1

DEVICE TYPE	ITEM (from Warranty Matrix)	FDOT 2010 STANDARD SPECIFICATIONS	MANUFACTURER	MODEL	COMMENT	SPARE DEVICES (COMPLETE UNITS) EA
CCTV	D	782	Vicon	V920D-N311	no longer manufactured, new model: V672V	4
CCTV	D	782	Vicon	SVFT-PRS23	no longer manufactured, new model: Bosch VG5-ITS1080P	1
Encoder	G	784	Coretec	VCX-7401	still available in market	5
Switch	F	784	Comtrol	RocketLinx ES9528	still available in market	2
UPS	H	784	Tripplite	SMART1500RM2U	still available in market	1

**SECTION NO.:** 86010  
**FPID(s)** 407704-1-94-01  
**COUNTY:** Broward  
**S.R. No.:** SR-5 / US-1

**ATTACHMENT 2**

MAINTENANCE RESPONSIBILITY MATRIX

Please see next pages for Attachment 2

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**FLL AIRPORT RUNWAY - EXHIBIT C1 - ATTACHMENT 2  
MAINTENANCE RESPONSIBILITY MATRIX**

#	Items	Description	Maintained by			Document	Page	Comments
			DEPARTMENT	BCAD	Other Broward County			
<i>Items addressed in the Public Purpose Lease Agreement (PPLA)</i>								
1	Environmental / Contamination	Lessee shall be held responsible to the Lessor for the performance of and payment for any environmental remediation that may be necessary and that occurs or results from aviation related uses or any other use by Lessee of the Leased Property as determined by the Lessor, within the Leased Property. If any contamination either spreads to or was released onto adjoining property as a result of Lessee's use of the Leased Property, the Lessee shall be held similarly responsible.		X		PPLA	2	
2	Walls of Structures	Further, Lessee shall be solely responsible for all cleaning, graffiti removal, painting and all other maintenance on the visual surfaces of the Runway and Taxiway Structures.		X		PPLA, Exhibit B	2 of 3	
3	Exit Ramp ("Ramp G").	Lessee shall be responsible for all aspects of maintenance, repair and replacement of the Exit Ramp Area excluding the Department sign.		X		PPLA, Exhibit B	2 of 3	Exhibit A1 of the Amendment to the Lease
4	DEPARTMENT SR-5 / US-1	Lessor shall be responsible for the resurfacing, rehabilitation, remarking, and maintenance of DEPARTMENT delineators on SR-5 / US-1 and for any and all other maintenance of the SR-5 / US-1 roadway pavements as needed during the term of this Agreement.	X			PPLA, Exhibit B	1 of 3 and 3 of 3	

**FLL AIRPORT RUNWAY - EXHIBIT C1 - ATTACHMENT 2  
MAINTENANCE RESPONSIBILITY MATRIX**

#	Items	Description	Maintained by			Document	Page	Comments
			DEPART- MENT	BCAD	Other Broward County			
<i>Items addressed in the Public Purpose Lease Agreement (PPLA)</i>								
5	Traffic Control Devices	Any Traffic Control Devices installed solely for the benefit of BCAD within the DEPARTMENT RW by BCAD or at BCAD's request, shall be maintained by BCAD.		X				Includes: Vertical Delineators, No Parking Signs, Cell Phone Signs, Security Access Control, Striping, Lane Control Devices ("X/O"), etc.
6	Embankments and all appurtenances			X		PPLA, Exhibit B	1 of 3	Within the LEASED PROPERTY
7	Runway and taxiway surface area			X		PPLA, Exhibit B	1 of 3	
8	Traffic monitoring equipment	Includes: Traffic Count Devices, etc.	X			PPLA, Exhibit B	3 of 3	
9	Below-ground infrastructure	For the runway and taxiway structures		X		PPLA, Exhibit B	1 of 3	
10	Life/Safety (Communications)	Maintain the ventilation, fire protection and monitoring systems, mechanical and electrical systems, including airport communication systems and fire suppression runoff retention facility. Perform periodic inspections of Life / Safety systems in accordance with industry standards or manufacturer recommendations and copy District Structures Maintenance Engineer (DSME).		X		PPLA, Exhibit B	1 of 3	The DEPARTMENT requesting and the COUNTY supplying copies of the inspections / reports.

**FLL AIRPORT RUNWAY - EXHIBIT C1 - ATTACHMENT 2  
MAINTENANCE RESPONSIBILITY MATRIX**

#	Items	Description	Maintained by			Document	Page	Comments
			DEPART- MENT	BCAD	Other Broward County			
<i>Items addressed in the Public Purpose Lease Agreement (PPLA)</i>								
11	Traffic Signs	Regulatory and Traffic Informational Signage. Inspection of Structure, Structural Maintenance and Sign Panel Maintenance.	X	X	X	PPLA, Exhibit B	3 of 3	See Attachments 3 and 4 of Exhibit C1 for details related to overhead sign structures
12	Lighting	Lighting fixtures utilized for roadway illumination for SR-5 / US-1 only, outside of the runway structure	X	X		PPLA, Exhibit B	1 of 3 or 3 of 3	Further maintenance responsibility defined in the Lighting As-Builts
		Roadway lighting that is attached or part of the runway structure		X		PPLA, Exhibit B	1 of 3 or 3 of 3	
		Lighting fixtures utilized for runway purposes that are attached to the runway and taxiway structures		X		PPLA, Exhibit B	1 of 3	
13	Dynamic Message Signs (DMS)	For Roadway Information Only	X					
14	DEPARTMENT ITS Cabinets	For the Tunnel Cameras	X					
15	Closed Circuit Television (CCTVs)	CCTVs installed for BCAD's use		X		PPLA, Exhibit B	1 of 3	
		CCTVs installed on DEPARTMENT's request and that will be owned by DEPARTMENT after construction completion.	X			PPLA, Exhibit B	3 of 3	If wiring issues are found within the structural walls, BCAD will provide surface mounted conduit.
16	Drainage Systems	Solely owned by DEPARTMENT for SR-5 / US-1 only	X			PPLA, Exhibit B	3 of 3	

**FLL AIRPORT RUNWAY - EXHIBIT C1 - ATTACHMENT 2  
MAINTENANCE RESPONSIBILITY MATRIX**

#	Items	Description	Maintained by			Document	Page	Comments
			DEPART- MENT	BCAD	Other Broward County			
<b>Items addressed in the Public Purpose Lease Agreement (PPLA)</b>								
17	Drainage Systems	BCAD / County owned and joint drainage systems including drainage for the fire suppression system and Pond located at the intersection of US-1 and Griffin Rd		X	X	PPLA, Exhibit B	1 of 3	
18	Drainage Flumes for Ramp G	Flumes extend outside the LEASED PROPERTY		X				Details found in Exhibit A1
19	Structures	Taxiway and Runway		X		PPLA	3	
20	Retaining Walls	Within the limits of the LEASED PROPERTY.	X	X		PPLA, Exhibit B	1 of 3	Details found in Exhibit A1
21	Traffic Signal devices				X	PPLA, Exhibit B	3 of 3	DEPARTMENT does not maintain traffic signals. Maintenance of the traffic signal systems are performed under a Broward County Master agreement. Lease to be amended to reflect this item.
22	Inspection of Structures	Taxiway and Runway. Non-FDOT Bridge #'s 864128 (Runway) and 864129 (Taxiway)		X		PPLA	3	County shall perform runway and taxiway Structures inspections at a minimum of 2 years and share reports with the DEPARTMENT.
23	Sidewalks and trails	Per separate agreement if / when constructed	N/A	N/A	N/A	PPLA, Exhibit B	1 of 3	None at this time
24	Future Light rail improve-ments	Per separate agreement if / when constructed	N/A	N/A	N/A	PPLA, Exhibit B	1 of 3	None at this time



**FLL AIRPORT RUNWAY - EXHIBIT C1 - ATTACHMENT 2  
MAINTENANCE RESPONSIBILITY MATRIX**

#	Items	Description	Maintained by			Document	Page	Comments
			DEPART- MENT	BCAD	Other Broward County			
<i>Items not addressed in the Public Purpose Lease Agreement (PPLA)</i>								
25	Landscape / Mowing	Landscape / Mowing within the Leased Property		X				
26	MOT	MOT shall be done in accordance with DEPARTMENT standards, as amended. BCAD to obtain approval for lane closures for routine maintenance. In emergencies no prior approval will be necessary but notification shall be given as soon as practicable. Special events shall require permits.		X				BCAD shall coordinate with Transportation Management Center at Broward County located 2300 W. Commercial Blvd. Fort Lauderdale FL 33309-3038 Phone: (954) 847-2785
27	Fencing	Airport Operations Area (AOA) Fence		X				
28	Debris	Hurricane debris clean-up. DEPARTMENT responsible for SR-5 / US-1 , County will be responsible for all other areas within the LEASED PROPERTY.	X	X	X			
29	Tanks	Foam deluge system tanks		X				Maintain such that no backup or overflow occurs on the roadway or DEPARTMENT Right-of-Way

**FLL AIRPORT RUNWAY - EXHIBIT C1 - ATTACHMENT 2  
MAINTENANCE RESPONSIBILITY MATRIX**

#	Items	Description	Maintained by			Document	Page	Comments
			DEPART- MENT	BCAD	Other Broward County			
<i>Items <u>not</u> addressed in the Public Purpose Lease Agreement (PPLA)</i>								
30	Utility Building	DEPARTMENT shall coordinate access with BCAD to the Department's portion of the Utility Building which is outside the LEASED PROPERTY but was contemplated in the Lease	X	X				County Emergency Contact Number at <b>954-359-1201</b> at least 24 hours prior notice (Preferred)
31	"Doors" to the future light rail tunnel	DEPARTMENT will provide notice for future light rail tunnel use. "Door" will be secured until such time access is required at the discretion of the DEPARTMENT.		X				
32	Emergency Reponse	Emergency Management Action Plan (EMAP), updated as needed	X	X				BCAD shall provide to the Department

**SECTION NO.:** 86010  
**FPID(s)** 407704-1-94-01  
**COUNTY:** Broward  
**S.R. No.:** SR-5 / US-1

**ATTACHMENT 3**

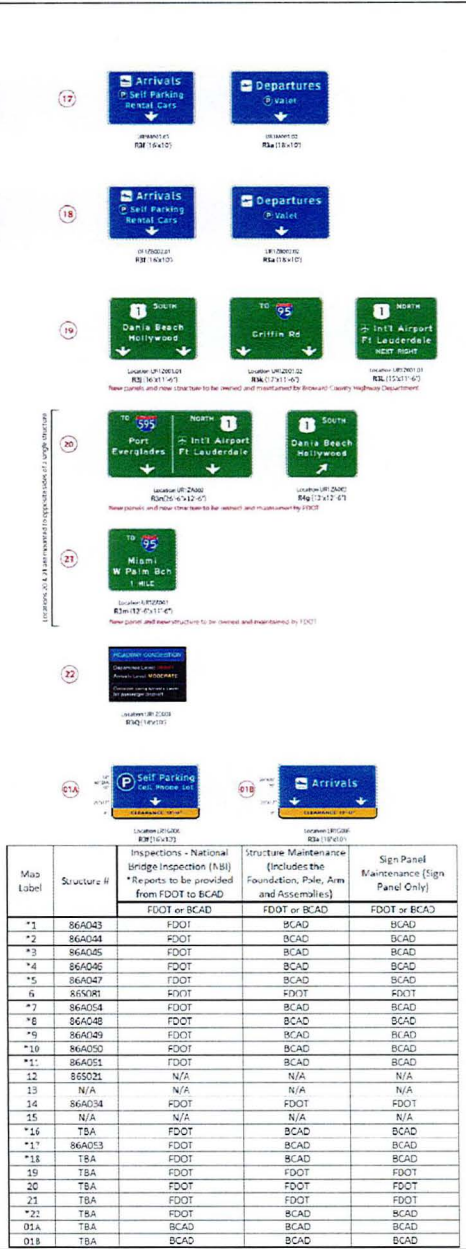
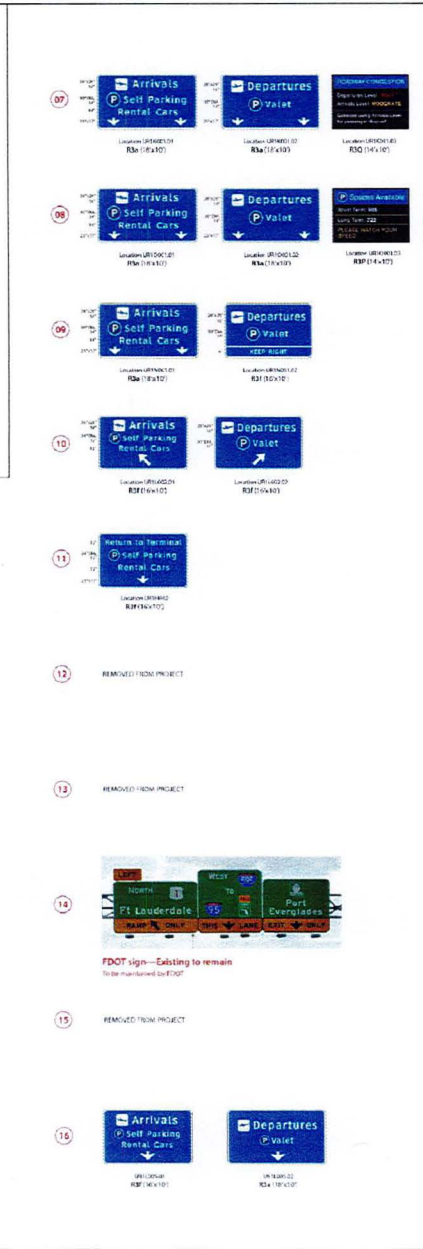
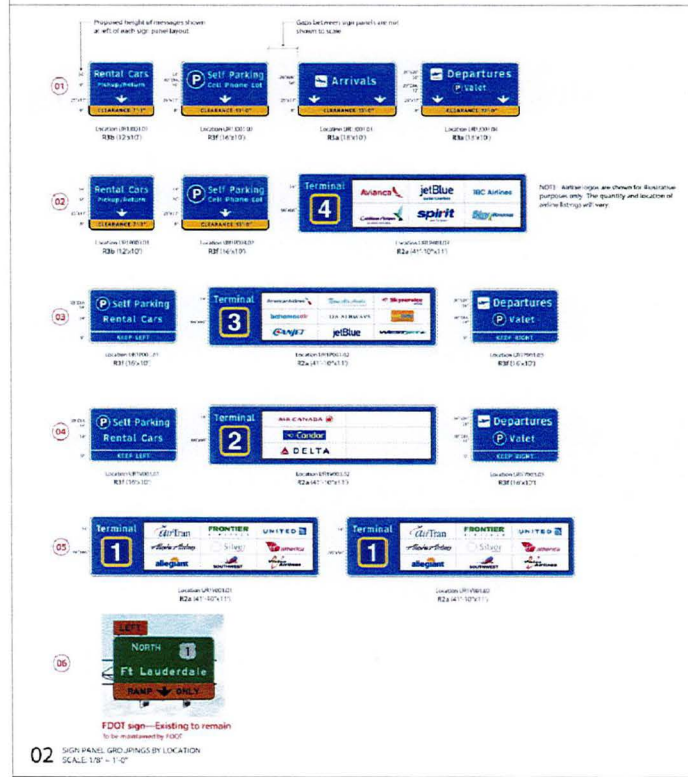
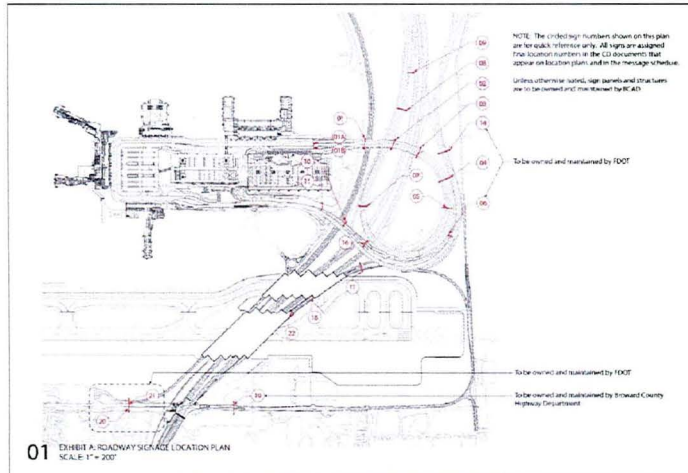
SIGN STRUCTURES – PANEL DETAILS

Please see next page for Attachment 3

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SHEET TITLE

Exhibit C1  
Attachment 3  
Sign Structures -  
Panel Details



Map Label	Structure #	Inspections - National Bridge Inspection (NBI) *Reports to be provided from FDOT to BCAD	Structure Maintenance (Includes the Foundation, Pole, Arm and Assemblies) FDOT or BCAD	Sign Panel Maintenance (Sign Panel Only) FDOT or BCAD
*1	86A043	FDOT	BCAD	BCAD
*2	86A044	FDOT	BCAD	BCAD
*3	86A045	FDOT	BCAD	BCAD
*4	86A046	FDOT	BCAD	BCAD
*5	86A047	FDOT	BCAD	BCAD
6	86S081	FDOT	BCAD	FDOT
*7	86A054	FDOT	BCAD	BCAD
*8	86A048	FDOT	BCAD	BCAD
*9	86A049	FDOT	BCAD	BCAD
*10	86A050	FDOT	BCAD	BCAD
*11	86A051	FDOT	BCAD	BCAD
12	86S021	N/A	N/A	N/A
13	N/A	N/A	N/A	N/A
14	86A034	FDOT	FDOT	FDOT
15	N/A	N/A	N/A	N/A
*16	TBA	FDOT	BCAD	BCAD
*17	86A053	FDOT	BCAD	BCAD
*18	TBA	FDOT	BCAD	BCAD
19	TBA	FDOT	FDOT	FDOT
20	TBA	FDOT	FDOT	FDOT
21	TBA	FDOT	FDOT	FDOT
*22	TBA	FDOT	BCAD	BCAD
01A	TBA	BCAD	BCAD	BCAD
01B	TBA	BCAD	BCAD	BCAD

FLL Airport  
Broward County,  
FL

Revised  
07-02-18

**SECTION NO.:** 86010  
**FPID(s)** 407704-1-94-01  
**COUNTY:** Broward  
**S.R. No.:** SR-5 / US-1

**ATTACHMENT 4**

SIGN STRUCTURES – PANEL OVERVIEW

Please see next page for Attachment 4

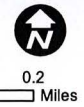
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Path: S:\Transportation\Operations\GIS\MapServer\2015\_S11\Broward\_Combined\2015\_S11\_Broward\_Combined\Interchange\PanelOverview\Exhibit\_C1\_Signs.mxd  
Service Layer Credits: Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

- Legend**
- BCAD New Sign
  - BCHD New Sign
  - FDOT New Sign
  - Pontis Bridge
  - Pontis Mast Arm
  - Pontis Pole
  - Pontis Sign
  - FDOT ROW

This data is intended for the use of FDOT personnel and authorized consultants. The data has been compiled from a variety of sources and there is no guarantee of its accuracy, completeness, reliability or suitability for any particular purpose or any representation or warranty, express or implied, by the Florida Department of Transportation concerning the data. It is the responsibility of the user to use the data appropriately and in accordance with its limits. Contact the source agency or FDOT to determine if the data is accurate and correct.



**Exhibit C1 - Attachment 4**  
Sign Structures -  
Panel Overview  
FLL Airport  
Broward County, FL

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<b>SECTION NO.:</b>	<b>86010</b>
<b>FPID(s)</b>	<b>407704-1-94-01</b>
<b>COUNTY:</b>	<b>Broward</b>
<b>S.R. No.:</b>	<b>SR-5 / US-1</b>

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**Exhibit D1**

Resolution

Please see next page for Exhibit D1

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