

Return recorded copy to:

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

Document prepared by:

Maite Azcoitia, Deputy County Attorney
Broward County Attorney's Office
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, FL 33301

**NOTICE: PURCHASERS, GRANTEES, HEIRS, SUCCESSORS, AND
ASSIGNS OF ANY INTEREST IN THE PROPERTY SET FORTH ON
EXHIBITS A AND B ARE HEREBY PUT ON NOTICE OF THE
OBLIGATIONS SET FORTH WITHIN THIS AGREEMENT THAT RUN WITH
THE PROPERTY**

REVOCABLE LICENSE AGREEMENT

This Revocable License Agreement ("Agreement"), is made and entered into by and between: Broward County, a political subdivision of the State of Florida, hereinafter referred to as the "County," and TVC Margate Co., a Michigan limited liability company, its successors and assigns, hereinafter referred to as the "Licensee" (collectively, the "Parties"), effective as of the date this Agreement is fully executed by the Parties (the "Effective Date").

A. County is the owner of that property described in Exhibit A, attached hereto and incorporated herein ("Right-of-Way Parcel"), consisting of a portion of the right-of-way for Copans Road, a functionally classified county road.

B. Licensee is the owner of that property adjacent to Copans Road that is described in Exhibit B, attached hereto and incorporated herein ("Licensee Property").

C. Licensee is desirous of utilizing the Right-of-Way Parcel for the purpose of installing, operating, and maintaining a drainage pipe and all required appurtenances thereto ("Licensee Drainage Facilities") to provide drainage for the Licensee Property.

D. County is willing to permit Licensee the nonexclusive access and use of the Right-of-Way Parcel for the purpose of providing drainage for the Licensee Property under the terms and conditions set forth herein.

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

1. The foregoing recitals and true and correct and form a material part of this Agreement upon which the Parties have relied.

2. Permits. Licensee shall obtain and renew, as applicable, all required permits including, but not limited to, a right-of-way permit and surface water management license from County, for the installation, operation, and maintenance of the Licensee Drainage Facilities within the Right-of-Way Parcel (collectively, the "Permits"). Licensee hereby affirmatively acknowledges and agrees to accept all of the terms and obligations of the Permits and perpetually assumes the full, complete, and sole obligation for the installation, operation, and maintenance of the Licensee Drainage Facilities. In the event there is a need to construct or install new components for the Licensee Drainage Facilities, Licensee will be responsible for obtaining the necessary modifications to the Permits and for the construction of those components. Licensee will be the operator of the modified Permits and all the provisions of this Agreement will apply to all new or modified Licensee Drainage Facilities.

3. Use of License Area. County hereby grants Licensee a nonexclusive revocable license for the purpose of installing, operating, and maintaining the Licensee Drainage Facilities, consistent with the terms and conditions of the Permits, in order to provide drainage for the Licensee Property. Other than the aforementioned purpose, Licensee shall not use the Right-of-Way Parcel for any other purpose whatsoever without written amendment of this Agreement, as set forth in paragraph 22, and shall not permit the Right-of-Way Parcel to be used in any manner that will violate the terms of this Agreement, the Permits, or any laws, administrative rules, or regulations of any applicable governmental entity or agency. County, its agents or authorized employees, may conduct inspections to determine if Licensee is properly maintaining the Licensee Drainage Facilities pursuant to the terms and conditions of this Agreement.

4. Term. The term of this Agreement commences upon the Effective Date and, unless terminated by County pursuant to paragraph 11, continues until terminated by the Parties pursuant to paragraph 22.

5. Indemnification of County. Licensee shall indemnify, hold harmless, and defend County and all of County's officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Licensee, its officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). In the event any Claim is brought against an Indemnified Party, Licensee shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County in its sole reasonable discretion. The obligations of this paragraph will survive the expiration or earlier termination of this Agreement.

6. Installation and Maintenance of Licensee Drainage Facilities. Licensee shall construct the Licensee Drainage Facilities in accordance with the Permits. The Licensee Drainage Facilities must be installed, maintained, and repaired in accordance with applicable County, City, or State of Florida Department of Transportation standards and specifications and must meet County minimum standards as set forth in County's Minimum Standards Applicable to Public Rights-of-Way Under Broward County Jurisdiction. The plans for the construction, maintenance, or repair of the Licensee Drainage Facilities must be submitted to County for review and must be approved by County prior to the commencement of the construction, maintenance, or repair. The construction, maintenance, or repair of the Licensee Drainage Facilities must be consistent with the approved plans and will be subject to inspection(s) and final approval by County. Licensee agrees to provide County with thirty (30) days' notice prior to any proposed maintenance or repair of the Licensee Drainage Facilities. Notwithstanding the foregoing, no prior notice shall be required in the case of an emergency; however, Licensee shall notify County not later than one (1) day after the commencement of emergency repairs.

7. Damage to Licensee Drainage Facilities. In the event the Licensee Drainage Facilities are damaged as a result of actions taken by County or its contractors, County shall expeditiously repair any damage caused to the Licensee Drainage Facilities; however, County will not be responsible for any damages alleged to be proximately caused by the damage to the Licensee Drainage Facilities including, but not limited to, flooding or business damages. The foregoing limitation on liability for damages shall not be applicable to the contractor that caused the damage and Licensee may pursue a claim against such contractor therefor.

8. Noninterference with County Facilities. The installation, operation, and maintenance of the Licensee Drainage Facilities shall not unreasonably interfere with other County structures within the Right-of-Way Parcel including, but not limited to, Copans Road and the sidewalks, swale areas, and drainage facilities appurtenant thereto. A failure of Licensee to install, operate, or maintain the Licensee Drainage Facilities in accordance with the Permits or this Agreement will be deemed a material breach of this Agreement pursuant to paragraph 9 below. Additionally, if County, in its sole discretion, determines the Licensee Drainage Facilities interfere with any planned road improvements, County shall provide notice to Licensee, consistent with paragraphs 11 and 20, and Licensee shall relocate or adjust the Licensee Drainage Facilities within the Right-of-Way Parcel, or at a reasonable alternate location to be provided by County, at no cost to County, provided that such alternate location does not require obtaining any access rights across property not owned by County and there is no fee or other charge imposed by County for use by Licensee of the alternate location. With the exception of providing an alternate location as set forth herein, Licensee will not seek any contribution, resources, or financial contribution from County in the event that County determines that the Licensee Drainage Facilities must be relocated or adjusted. Notwithstanding the foregoing, in the event County requests any such removal, relocation, or adjustment of the Licensee Drainage Facilities, Licensee shall be afforded a reasonable timeframe, to be determined by County, to obtain any necessary permits and install the alternate facilities prior to removal of the Licensee Drainage Facilities.

9. Default. Upon a material breach of this Agreement, County shall provide Licensee with written notice of said default pursuant to paragraph 20 herein. County may repair or maintain the Licensee Drainage Facilities or other damage within the Right-of-Way Parcel that resulted from Licensee's default if, within fourteen (14) days after the date Licensee receives notice from County, Licensee fails to: (i) correct the problem, if the problem can be corrected within fourteen (14) days after receiving notice from County; or (ii) begin to clean, cure, or correct such problem, if such problem cannot be reasonably cleaned, cured, or corrected within fourteen (14) days after receiving notice from County, and Licensee fails to diligently prosecute such cleaning, cure, or correction to completion.

- a. In the event of an emergency, County may, without waiting fourteen (14) days after providing notice to Licensee, clean, cure, or correct any damage caused by Licensee's failure to adequately maintain or operate the Licensee Drainage Facilities.
- b. In the event County determines, in its sole reasonable discretion, that it must perform maintenance as stated herein, County shall do so to the best of its ability without unreasonable interference with Licensee's business operations and shall restore the areas disturbed by any required maintenance activity to its original improved condition consistent with the Permits.
- c. Licensee shall reimburse County for the reasonable costs of any maintenance or repair performed by County under this section. County will submit an invoice to Licensee for reimbursement of the maintenance or repair costs. Licensee shall provide payment to County no later than thirty (30) days after the date of County's invoice. In the event Licensee fails to provide payment to County within the timeframe set forth herein, County will have the right to record a "Notice of Lien" against the Licensee Property, which will constitute a lien on the property described in Exhibit B for the amount due under the invoice until fully paid, discharged, released, or barred by law.

10. Insurance. For the duration of this Agreement, Licensee shall maintain the General Liability coverage provided for in Exhibit C. For the period of construction provided for in this Agreement and during any required repairs, Licensee shall maintain, at its sole expense, the minimum coverages stated in Exhibit C in accordance with the terms and conditions of this paragraph. Licensee shall maintain insurance coverage against claims relating to any act or omission by Licensee, its agents, representatives, employees, or subcontractors, in connection with this Agreement. County reserves the right at any time to review and reasonably adjust the limits and types of coverage required under this paragraph.

- a. Indemnification. In the event Licensee contracts with a third party ("Contractor") for the performance of any of Licensee's obligations under this Agreement, Licensee's contract with the Contractor shall provide that

Contractor shall indemnify and hold harmless County and all of County's officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Contractor, its officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement (collectively, a "Contractor Claim"). In the event a Contractor Claim is brought against an Indemnified Party, Contractor shall, upon written notice from County, defend each Indemnified Party against each such Contractor Claim by counsel satisfactory to County or, at County Attorney's option, pay for an attorney selected by County Attorney to defend Indemnified Party. The obligations of this paragraph will survive the termination of this Agreement.

- b. Licensee shall ensure that "Broward County" is listed and endorsed as an additional insured as stated in Exhibit C on all policies required under this paragraph.
- c. On or before the Effective Date or at least five (5) days before the commencement of work, Licensee shall provide County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this paragraph. If and to the extent requested by County, Licensee shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after County's request.
- d. Licensee shall ensure that all insurance coverages required by this paragraph shall remain in full force and effect for the duration of this Agreement and until all performance of work required has been completed, as determined by County. Licensee or its insurer shall provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s). Licensee shall ensure that there is no lapse in coverage at any time during the time period for which coverage is required by this paragraph.
- e. Licensee shall ensure that all required insurance policies are issued by insurers: (1) assigned an A.M. Best rating of at least "A" with a Financial Size Category of at least Class VII; (2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to

Section 626.917 or 626.918, Florida Statutes, with approval by County's Risk Management Division.

- f. If Licensee maintains broader coverage or higher limits than the minimum insurance requirements stated in Exhibit C, County shall be entitled to any such broader coverage and higher limits maintained by Licensee. All required insurance coverages under this paragraph shall provide primary coverage and shall not require contribution from any County insurance, self-insurance or otherwise, which shall be in excess of and shall not contribute to the insurance required and provided by Licensee.
- g. Licensee shall declare in writing any self-insured retentions deductibles over the limit(s) prescribed in Exhibit C and submit to County for approval at least fifteen (15) days prior to the Effective Date or commencement of work. Licensee shall be solely responsible for and shall pay any deductibles or self-insured retention applicable to any claim against County. County may, at any time, require Licensee to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Licensee agrees that any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Licensee agrees to obtain same in endorsements to the required policies.
- h. Unless prohibited by the applicable policy, Licensee waives any right to subrogation that any of Licensee's insurers may acquire against County, and agrees to obtain same in an endorsement of Licensee's insurance policies.
- i. Licensee shall require that each Contractor maintains coverage that adequately covers the work provided by that Contractor on substantially the same insurance terms and conditions required of Licensee under this article. Licensee shall ensure that all such Contractors comply with these requirements and that "Broward County" is named as an additional insured under the subcontractors' applicable insurance policies.
- j. Licensee shall not permit any Contractor to perform work under this Agreement unless and until the requirements of this paragraph are satisfied. If requested by County, Licensee shall provide, within one (1) business day, evidence of Contractor's compliance with this section.
- k. If any of the policies required under this paragraph provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in Exhibit C, and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date, Licensee must obtain and maintain "extended reporting" coverage that applies after

termination or expiration of the Agreement for at least the duration stated in Exhibit C.

11. Termination or Amendment by County. This Agreement is merely a right to access and use the Right-of-Way Parcel, consistent with the terms of this Agreement, and grants no estate in the Right-of-Way Parcel. Licensee acknowledges that, if deemed necessary for the improvement of Copans Road, or any appurtenances thereto, County may require the adjustment or relocation of the Licensee Drainage Facilities in accordance with the parameters set forth in paragraph 8 above. Upon completion by Licensee of the relocation of the Licensee Drainage Facilities, the Parties shall execute and County shall record in the public records of Broward County, Florida, either (a) an amendment to this Agreement describing the appropriate matters set forth in the amendment or (b) a "Notice of Termination of Revocable License Agreement," and this Agreement will be terminated as of the date of such recordation.

12. Surrender Upon Termination. Licensee shall peaceably surrender its use of and deliver the Right-of-Way Parcel to County, or its agents, immediately upon termination of this Agreement. Upon surrender, Licensee shall remove from the Right-of-Way Parcel, at Licensee's own expense, the Licensee Drainage Facilities placed upon it unless the Director of the Highway Construction and Engineering Division ("Director"), in writing, authorizes Licensee to leave the Licensee Drainage Facilities on the Right-of-Way Parcel. County will 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 Licensee Drainage Facilities, or the removal of same by County upon failure of Licensee to restore the Right-of-Way Parcel. Following removal of the Licensee Drainage Facilities, Licensee agrees to restore the Right-of-Way Parcel to its original condition, or a condition acceptable to County as determined in the sole discretion of the Director. Licensee shall repair or pay for any damage to the Right-of-Way Parcel resulting from the removal of the Licensee Drainage Facilities.

13. Waiver. Failure of County to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right contained in this Agreement, will not be construed as a waiver or relinquishment for the future of any such covenant, condition, or right; but the same will 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 paragraph 22 below.

14. Recordation; Running with the Licensee Property and Right-of-Way Parcel. This Agreement will be recorded in the public records of Broward County, Florida, at Licensee's expense, and the rights and obligations of this Agreement will run with the Licensee Property and the Right-of-Way Parcel and bind any buyer of all or a portion of the Licensee Property and the Right-of-Way Parcel to the provisions of this Agreement.

15. Assignment. Except as may transfer to successor(s) by operation of law subsequent to the conveyance of any or all of the Licensee Property, Licensee shall have no authority to assign any of its rights or obligations under this Agreement. Should

Licensee attempt to assign this License, then the License and this Agreement may be terminated immediately by County, without prior notice to Licensee.

16. Representation of Authority. Each individual executing this Agreement on behalf of a Party hereto represents and warrants that he or she is, on the date of execution, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such Party and does so with full legal authority.

17. Independent Contractor. Nothing in this Agreement constitutes or creates a partnership, joint venture, or any other relationship between the Parties. In its performance pursuant to this Agreement, neither Licensee nor its agents shall act as officers, employees, or agents of County. Licensee shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

18. Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County nor shall anything included herein be construed as consent by County to be sued by third parties in any matter arising out of this Agreement. County is a political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees pursuant to Section 768.28, Florida Statutes.

19. Third-Party Beneficiaries. Neither Licensee nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party will be entitled to assert a right or claim against either Party based upon this Agreement.

20. 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, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and will be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice will remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

For County:

Broward County Highway Construction and Engineering Division
Richard Tornese, Director
One North University Drive, Box B300
Plantation, FL 33324
Email address: rtornese@broward.org

For Licensee:

TVC Margate Co., L.L.C.
5757 West Maple, Suite 800
West Bloomfield, MI 48322
Email address: sbock@velmeir.com

With a copy to Licensee's counsel:
Greenspoon Marder, LLP
200 E. Broward Boulevard, Suite 1800
Fort Lauderdale, FL 33301
Attention: Scott J. Fuerst, Esq.
Email address: sfuerst@gmlaw.com

21. Incorporation by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

22. Amendments. Except as provided in paragraph 11, no termination, modification, amendment, or alteration in the terms or conditions contained herein will be effective unless contained in a written document executed by the Parties hereto with the same formality and of equal dignity herewith. All modifications, amendments, or alterations must comply with the Permits.

23. Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part will be deemed severed from this Agreement and the balance of this Agreement will remain in full force and effect.

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

25. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and will not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement include the other gender, and the singular 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. Any reference to "days" means calendar days, unless otherwise expressly stated.

26. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of paragraphs 1 through 30 of this Agreement, the provisions contained in paragraphs 1 through 30 will prevail and be given effect.

27. 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 exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this

Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, LICENSEE 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.**

28. Prior agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter 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.

29. Multiple counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which, taken together, constitute one and the same agreement.

30. 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 are reasonably requested of them in order to carry out this Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have made and executed this Agreement on the respective dates under each signature: 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 Licensee, signing by and through its Manager, duly authorized to execute same.

County

Attest:

Broward County, through its Board
of County Commissioners

County Administrator, as
Ex Officio Clerk of the
Board of County Commissioners
of Broward County, Florida

By _____
Mayor

____ day of _____, 20__

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) 357-6968

By 

Maite Azcoitia
Deputy County Attorney

30 day of October, 2018

REVOCABLE LICENSE AGREEMENT BETWEEN BROWARD COUNTY AND TVC MARGATE CO., L.L.C.

Licensee

Witnesses (if partnership):

TVC Margate Co., L.L.C.

[Signature]
(Signature)
Print name: SUSAN GOLDMAN

By [Signature]
(Signature)

Stephen J. Bock, Manager
5757 Maple Road, Suite 800
West Bloomfield, MI 48322

[Signature]
(Signature)
Print name: Amy Jo Middleton

29 day of October, 2018

ATTEST (if corporation):

(CORPORATE SEAL)

(Secretary Signature)
Print Name of Secretary: _____

ACKNOWLEDGMENT: CORPORATION/PARTNERSHIP

STATE OF Michigan)
) SS
COUNTY OF Oakland)

The foregoing instrument was acknowledged before me this 29 day of October, 2018 by Stephen J. Bock, as Manager of TVC Margate Co., L.L.C., a Michigan limited liability company, on behalf of the company. He or she is:

personally known to me, or
 produced identification. Type of identification produced _____

(Seal)

My commission expires:

NOTARY PUBLIC:

[Signature]
Print name: _____

SUSAN S. GOLDMAN
NOTARY PUBLIC, STATE OF MICHIGAN
COUNTY OF OAKLAND
COMMISSION EXPIRES 05-15-2019
IN THE COUNTY OF OAKLAND

EXHIBIT A

(Legal Description of Right-of-Way Parcel)

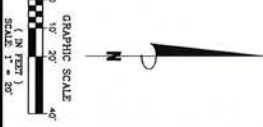
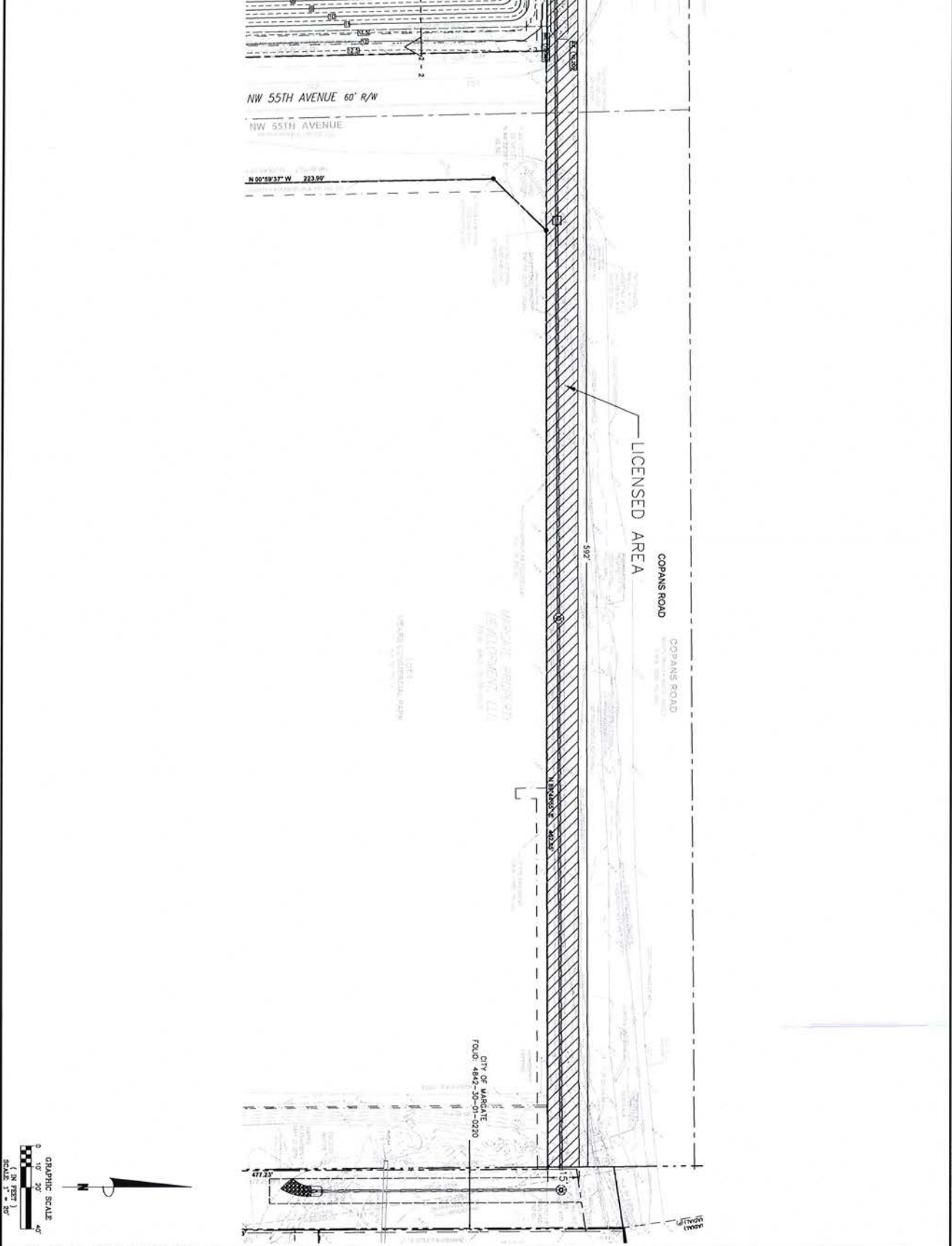
EXHIBIT “A”

Legal Description of Licensed Property:

The South 15 feet of the Copans Road right-of-way located in Broward County, Florida, measured from a point on a line commencing on the North line of Tract A, Margate District Headquarters, according to the Plat thereof as recorded in the Plat Book 88, page 14, of the Public Records of Broward County, Florida approximately 53 feet due west of the North East corner of Tract A, Margate District Headquarters, according to the Plat thereof as recorded in Plat Book 88, page 14, of the Public Records of Broward County, Florida, to a point of beginning and thence extending due east along the South right-of-way line of Copans Road approximately 592 feet to a point of ending as more particularly described on the sketch of the Licensed Area attached hereto.

EXHIBIT "A"

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY BOWMAN CONSULTING SHALL BE WITHOUT LIABILITY TO BOWMAN CONSULTING.



DATE	DESCRIPTION
APR 2018	APR 2018
MAY 2018	MAY 2018
JUN 2018	JUN 2018
JUL 2018	JUL 2018
AUG 2018	AUG 2018
SEP 2018	SEP 2018
OCT 2018	OCT 2018
NOV 2018	NOV 2018
DEC 2018	DEC 2018
JAN 2019	JAN 2019
FEB 2019	FEB 2019
MAR 2019	MAR 2019
APR 2019	APR 2019
MAY 2019	MAY 2019
JUN 2019	JUN 2019
JUL 2019	JUL 2019
AUG 2019	AUG 2019
SEP 2019	SEP 2019
OCT 2019	OCT 2019
NOV 2019	NOV 2019
DEC 2019	DEC 2019
JAN 2020	JAN 2020
FEB 2020	FEB 2020
MAR 2020	MAR 2020
APR 2020	APR 2020
MAY 2020	MAY 2020
JUN 2020	JUN 2020
JUL 2020	JUL 2020
AUG 2020	AUG 2020
SEP 2020	SEP 2020
OCT 2020	OCT 2020
NOV 2020	NOV 2020
DEC 2020	DEC 2020
JAN 2021	JAN 2021
FEB 2021	FEB 2021
MAR 2021	MAR 2021
APR 2021	APR 2021
MAY 2021	MAY 2021
JUN 2021	JUN 2021
JUL 2021	JUL 2021
AUG 2021	AUG 2021
SEP 2021	SEP 2021
OCT 2021	OCT 2021
NOV 2021	NOV 2021
DEC 2021	DEC 2021
JAN 2022	JAN 2022
FEB 2022	FEB 2022
MAR 2022	MAR 2022
APR 2022	APR 2022
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JUL 2022	JUL 2022
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NOV 2022	NOV 2022
DEC 2022	DEC 2022
JAN 2023	JAN 2023
FEB 2023	FEB 2023
MAR 2023	MAR 2023
APR 2023	APR 2023
MAY 2023	MAY 2023
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APR 2025	APR 2025
MAY 2025	MAY 2025
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JUL 2025	JUL 2025
AUG 2025	AUG 2025
SEP 2025	SEP 2025
OCT 2025	OCT 2025
NOV 2025	NOV 2025
DEC 2025	DEC 2025
JAN 2026	JAN 2026
FEB 2026	FEB 2026
MAR 2026	MAR 2026
APR 2026	APR 2026
MAY 2026	MAY 2026
JUN 2026	JUN 2026
JUL 2026	JUL 2026
AUG 2026	AUG 2026
SEP 2026	SEP 2026
OCT 2026	OCT 2026
NOV 2026	NOV 2026
DEC 2026	DEC 2026
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FEB 2027	FEB 2027
MAR 2027	MAR 2027
APR 2027	APR 2027
MAY 2027	MAY 2027
JUN 2027	JUN 2027
JUL 2027	JUL 2027
AUG 2027	AUG 2027
SEP 2027	SEP 2027
OCT 2027	OCT 2027
NOV 2027	NOV 2027
DEC 2027	DEC 2027
JAN 2028	JAN 2028
FEB 2028	FEB 2028
MAR 2028	MAR 2028
APR 2028	APR 2028
MAY 2028	MAY 2028
JUN 2028	JUN 2028
JUL 2028	JUL 2028
AUG 2028	AUG 2028
SEP 2028	SEP 2028
OCT 2028	OCT 2028
NOV 2028	NOV 2028
DEC 2028	DEC 2028
JAN 2029	JAN 2029
FEB 2029	FEB 2029
MAR 2029	MAR 2029
APR 2029	APR 2029
MAY 2029	MAY 2029
JUN 2029	JUN 2029
JUL 2029	JUL 2029
AUG 2029	AUG 2029
SEP 2029	SEP 2029
OCT 2029	OCT 2029
NOV 2029	NOV 2029
DEC 2029	DEC 2029
JAN 2030	JAN 2030
FEB 2030	FEB 2030
MAR 2030	MAR 2030
APR 2030	APR 2030
MAY 2030	MAY 2030
JUN 2030	JUN 2030
JUL 2030	JUL 2030
AUG 2030	AUG 2030
SEP 2030	SEP 2030
OCT 2030	OCT 2030
NOV 2030	NOV 2030
DEC 2030	DEC 2030

EXHIBIT B - LICENSED PROPERTY
MARGATE HYBRID CONVENIENCE MARKET
WAWA STORE # 5235
2000 STATE ROAD NO.7
MARGATE, FL 33063
CITY OF MARGATE
BROWARD COUNTY, FL

Certificate of Authorization License No. 30462

GRAPHIC SCALE
0 10' 20' 40'
SCALE: 1" = 20'
SHEET C2.1

BOHCED REF#

EXHIBIT B

(Legal Description of Licensee Property)

LEGAL DESCRIPTION

SECTION 30, TOWNSHIP 48 SOUTH, RANGE 42 EAST
PARENT PARCEL FOLIO#: 4842-30-05-0010
PURPOSE: PARENT PARCEL

EXHIBIT "B"
SHEET 1 OF 2
NOT VALID WITHOUT SHEET 2 OF 2
THIS IS NOT A SURVEY

LEGAL DESCRIPTION: PARENT PARCEL (BY SURVEYOR)

TRACT A, MARGATE DISTRICT HEADQUARTERS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 88, PAGE 14, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID TRACT A; THENCE SOUTH 01°10'00" EAST ALONG THE EAST LINE OF SAID TRACT A AND THE WEST RIGHT OF WAY LINE OF N.W. 55TH AVENUE, FOR A DISTANCE OF 250.00 FEET TO THE SOUTH LINE OF SAID TRACT A;

THENCE SOUTH 89°32'02" WEST, ALONG SAID SOUTH LINE, FOR A DISTANCE OF 630.20 FEET TO THE WEST LINE OF SAID TRACT A AND THE EAST RIGHT OF WAY LINE OF STATE ROAD NO. 7;

THENCE NORTH 01°00'34" WEST, ALONG SAID WEST LINE OF SAID TRACT A AND THE EAST RIGHT OF WAY LINE OF STATE ROAD NO. 7, FOR A DISTANCE OF 250.18 FEET TO THE NORTH LINE OF SAID TRACT A AND THE SOUTH RIGHT OF WAY LINE OF COPANS ROAD;

THENCE NORTH 89°33'02" EAST, ALONG SAID NORTH LINE OF TRACT A AND SOUTH RIGHT OF WAY LINE OF COPANS ROAD, FOR A DISTANCE OF 829.52 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.62 ACRES MORE OR LESS.

SURVEYOR'S NOTES:

- THIS IS A LEGAL DESCRIPTION WITH A SKETCH AS DEFINED IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE. SAID SURVEY MEETS THE "STANDARDS OF PRACTICE" FOR SURVEYING AND MAPPING, AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.
- THE BEARINGS SHOWN HEREON ARE BASED UPON THE NORTH AMERICAN DATUM 1983, 2011 ADJUSTMENT, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE. THIS REFERENCE WAS ESTABLISHED BY USING TOPCON GRS RECEIVERS WITH THE TRIMBLE VRN (VIRTUAL REFERENCE NETWORK) AND TIED TO THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) NETWORK CONTROL FOR STATE ROAD 7 AS DEPICTED ON A SPECIFIC PURPOSE SURVEY, FDOT PROJECT ID 230012-1-32-04. MORE PARTICULARLY THE SOUTH LINE OF THE SUBJECT PARCEL BEARS SOUTH 89°32'02" WEST AS SHOWN.
- THIS LEGAL DESCRIPTION AND SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- ADDITIONS OR DELETIONS TO THIS SURVEY MAP OR REPORT BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

ABBREVIATIONS:

FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
ID	IDENTIFICATION
LB	LICENSED BUSINESS
NAD	NORTH AMERICAN DATUM
O.R.B.	OFFICIAL RECORDS BOOK
P.B.	PLAT BOOK
PG.	PAGE
R/W	RIGHT OF WAY
S.F.	SQUARE FEET
S.R.	STATE ROAD

TO: BROWARD COUNTY
TVC MARGATE CO., L.L.C.

THIS "LEGAL DESCRIPTION & SKETCH" COMPLIES WITH THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE AND BROWARD COUNTY PUBLIC WORKS FINANCE & CONTRACTS ADMINISTRATION CHECKLIST.

DATE OF LAST FIELDWORK: JUNE 12, 2015

PREPARED FOR AND CERTIFY TO:

BROWARD COUNTY
TVC MARGATE CO., L.L.C.

KURT STAFFLINGER
FLORIDA SURVEYOR AND MAPPER
REGISTRATION No. 5496
NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY:



Bowman Consulting Group, Ltd. Phone: (321) 255-5434
4450 W EAU GALLIE BLVD, Suite 232 Fax: (321) 255-7751
MELBOURNE, FL 32934 www.bowmanconsulting.com

Florida Certificate of Authorization No. LB8030

DRAWN BY: RT

CHECKED BY: KS

PROJECT NO. 8536--01--001

SECTION 30
TOWNSHIP 48 SOUTH
RANGE 42 EAST

DATE: 10/14/16

DRAWING:
8536-A-BP PARCEL LEGALS

REVISIONS

SKETCH OF DESCRIPTION

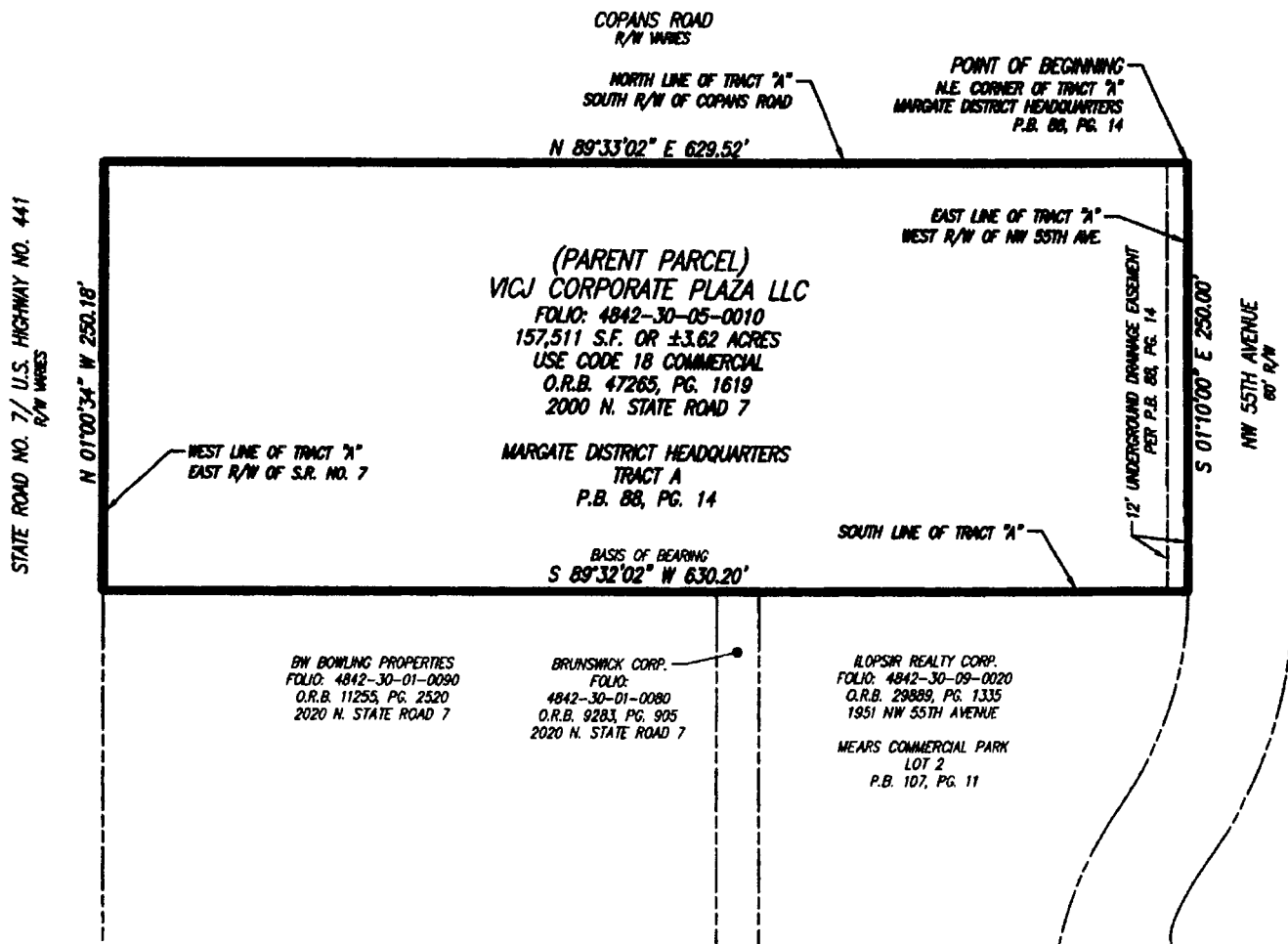
SECTION 30, TOWNSHIP 48 SOUTH, RANGE 42 EAST
PARENT PARCEL FOLIO# 4842-30-05-0010
PURPOSE: PARENT PARCEL

EXHIBIT  B

SHEET 2 OF 2

NOT VALID WITHOUT SHEET 1 OF 2

THIS IS NOT A SURVEY



PREPARED BY:

Bowman
CONSULTING

Bowman Consulting Group, Ltd.
4450 W EAU GALLIE BLVD, Suite 232
MELBOURNE, FL 32934

Phone: (321) 255-5434
Fax: (321) 255-7751
www.bowmanconsulting.com

SCALE:

1" = 100'

PROJECT NO.:

8536-01-001

SECTION 30

TOWNSHIP 48 SOUTH
RANGE 42 EAST

EXHIBIT C

(Insurance Requirements to be provided by BC Risk Management Division)

Exhibit C
INSURANCE REQUIREMENTS

Project: Revocable License Agreement Private Drainage Installation
Agency: Highway Construction and Engineering Division

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input checked="" type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury Per Occurrence or Claims-Made: <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made Gen'l Aggregate Limit Applies per: <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bodily Injury		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$1,000,000	\$2,000,000
			Personal Injury		
			Products & Completed Operations		
AUTO LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury (each person)		
			Bodily Injury (each accident)		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$500,000	
<input type="checkbox"/> EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			
<input checked="" type="checkbox"/> WORKER'S COMPENSATION <i>Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.</i>	N/A	<input type="checkbox"/>	Each Accident	STATUTORY LIMITS	
<input checked="" type="checkbox"/> EMPLOYER'S LIABILITY			Each Accident	\$500,000	
<input checked="" type="checkbox"/> POLLUTION / ENVIRONMENTAL LIABILITY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	If claims-made form:	\$1,000,000	
			Extended Reporting Period of:	2 years	
			*Maximum Deductible:		
<input type="checkbox"/> PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) All engineering, surveying and design professionals.	N/A	<input checked="" type="checkbox"/>	If claims-made form:		
			Extended Reporting Period of:		
			*Maximum Deductible:		
<input type="checkbox"/> Installation floater is required if Builder's Risk or Property are not carried. <i>Note: Coverage must be "All Risk", Completed Value.</i>			*Maximum Deductible (Wind and/or Flood):	Not to exceed 5% of completed value	Completed Value
			*Maximum Deductible:	\$10 k	
Description of Operations: "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Contractors insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses. Contractor is responsible for all coverage deductibles unless otherwise specified in the agreement.					

CERTIFICATE HOLDER:
Broward County
115 South Andrews Avenue
Fort Lauderdale, Florida 33301


Digitally signed by TIMOTHY CROWLEY
DN: dc=ty, dc=broward, dc=bc,
ou=Organization, ou=BCC, ou=RM,
ou=Users, cn=TIMOTHY CROWLEY
Date: 2018.10.10 15:21:01 -04'00'

Risk Management Division