

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

Document prepared by:
Maya A. Moore
Assistant County Attorney
115 S. Andrews Avenue, Room 423
Fort Lauderdale, FL 33301

NOTICE: PURCHASERS, GRANTEEES, HEIRS, SUCCESSORS, AND ASSIGNS OF ANY INTEREST IN THE BURDENED PARCEL SET FORTH IN EXHIBIT "A" ARE HEREBY PUT ON NOTICE OF THE OBLIGATIONS SET FORTH WITHIN THIS AGREEMENT WHICH SHALL RUN WITH THE BURDENED PARCEL.

REVOCABLE LICENSE AGREEMENT

This Revocable License Agreement ("Agreement") between Broward County ("County"), a political subdivision of the State of Florida, and Third Avenue Associates, Ltd., ("Licensee"), a Florida limited liability company, authorized to conduct business in the State of Florida, (collectively the "Parties"), is entered into and effective as of the date this Agreement is fully executed by the Parties (the "Effective Date").

RECITALS

A. Licensee is the owner of property described in the attached Exhibit A ("Burdened Parcel").

B. County owns and controls the portion of right-of-way on SE 3rd Avenue that is adjacent to the Burdened Parcel (the "Revocable License Area") outlined in red on the attached Exhibit B.

C. Licensee seeks and County agrees to permit nonexclusive access and use of the Revocable License Area.

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

1. TERM. The term of this Agreement shall commence upon the Effective Date and shall continue until this Agreement is terminated as provided for in Paragraph 10 below.

2. USE OF REVOCABLE LICENSE AREA. County hereby grants to Licensee a revocable license for nonexclusive access and use of the Revocable License Area only for the purpose designated below (the "Improvements"), and described in the attached Exhibit C (the "Licensed Use") including the ongoing maintenance and repair obligations for the Improvements. The Improvements must meet County's Minimum Standards Applicable to

Public Right-of-Way Under Broward County Jurisdiction as set forth in Section 25.1, Exhibit 25.A, of the Broward County Administrative Code. Other than for the purposes identified in this Agreement, Licensee shall not use the Revocable License Area for any other purpose whatsoever without written amendment of this Agreement executed with the same formalities as this Agreement. Licensee shall also not permit the Revocable License Area to be used in any manner that will violate the terms of this Agreement or any laws, administrative rules, or regulations of any applicable governmental entity or agency.

PLEASE CHECK THE APPROPRIATE BOX BELOW

- Overflow parking in excess of the minimum of off-street parking required by Chapter 39, Broward County Code of Ordinances, or the applicable municipal minimum of off-street parking requirements.
- A sign that is permitted under applicable municipal/unincorporated sign ordinances and laws.
- Additional landscaping and irrigation in excess of that required by Chapter 39, Broward County Code of Ordinances, or applicable municipal minimum landscaping requirements or as a condition of any special exception or variance.
- Other (explain): Installation of marine grade stainless steel bollards placed within SE 3rd Avenue right-of-way.

2.1 Licensee shall submit plans for the installation together with specifications and a schedule for the ongoing maintenance of the Improvements to the Broward County Highway Construction and Engineering Division (the "HCED") at least thirty (30) days before installation, and shall not install the Improvements until written approval is obtained from the Director of the HCED (the "Director"). Licensee shall ensure that the landscaping plans: a) incorporate a minimum of fifty percent (50%) native species by plant types (e.g. canopy tree, palm tree, and shrub), and b) provide for the ongoing maintenance of the Improvements in accordance with the schedule provided, and in compliance with the Broward County Naturescape program and Florida-Friendly Landscaping principles.

2.2 Within five (5) days after installation of all the Improvements, Licensee shall notify the Director that the Improvements are installed. The Director may, in his or her sole discretion, require Licensee to reinstall or remove any or all of the Improvements if the Improvements fail to comply with this Agreement or the approved plans.

2.3 County, its agents, or authorized employees, shall continue to have unimpeded and unrestricted access to the Revocable License Area at all times for all purposes including to examine and determine if Licensee is properly using and maintaining the Revocable License Area under the terms and conditions of this Agreement.

2.4 Any replacement of the Improvements by Licensee shall require the prior submittal of plans and written approval by the Director, consistent with the requirements under Paragraphs 2.1 and 2.2, above.

2.5 Licensee shall keep the Revocable License Area clean, sanitary, and free from trash and debris. Licensee specifically agrees to install, maintain, and repair the Improvements in strict accordance with the approved plans and in a manner that will not pose a hazard to persons or vehicles on any adjacent property.

2.6 The obligations of Licensee as set forth in this Agreement may be performed by Licensee through its employees, or Licensee may enter into a contract with a third party to perform the services. If Licensee contracts with a third party, each shall remain fully responsible hereunder and shall ensure that the third party complies at all times with each and every term, condition, duty, and obligation set forth in this Agreement.

3. COMPENSATION. No payment to County shall be made by Licensee for the privileges granted in this Agreement.

4. ASSIGNMENT. Neither this Agreement nor any right or interest shall be assigned, transferred, or encumbered, without the written consent of County, except to successors or assignees taking title to the Burdened Parcel.

5. DAMAGE TO REVOCABLE LICENSE AREA. Licensee must not by its access or use cause damage to the Revocable License Area. The Parties agree that all Improvements and personal property placed by Licensee upon the Revocable License Area will remain the property of Licensee, and will be placed upon the Revocable License Area at the sole risk of Licensee. Licensee shall give County, or its agent, prompt written notice of any occurrence, incident, or accident occurring on the Revocable License Area.

6. INDEMNIFICATION OF COUNTY. Licensee shall at all times indemnify, hold harmless, and defend County and all of County's current and former 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 (collectively, a "Claim"), raised or asserted by any person or entity not a party to this Agreement, which Claim is caused or alleged to be caused in whole or in part, by any intentional, reckless, or negligent act or omission of Licensee, its current or former officers, employees, agents, servants or assigns, arising from relating to, or in connection with this Agreement. If any claim is brought against Indemnified Party, Licensee shall upon written notice from County, defend each Indemnified Party against each such 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 section shall survive the termination of this Agreement.

6.1 If Licensee contracts with a third party to perform any of Licensee's obligations under this Agreement, any contract with such third party shall include the

following provisions:

6.1.1 Indemnification. Third party shall indemnify and hold harmless County, and all of County's current and former 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 (collectively, a "Claim"), raised or asserted by any person or entity not a party to this Agreement, which Claim is caused or alleged to be caused in whole or in part, by any intentional, reckless, or negligent act or omission of Licensee's third party, its current or former officers, employees, agents, servants or assigns, arising from relating to, or in connection with this Agreement. If any claim is brought against Indemnified Party, the third party shall upon written notice from County, at its own expense, defend each Indemnified Party against each such Claim by counsel satisfactory to County, or, at County Attorney's option, pay for an attorney selected by County Attorney to defend Indemnified Party.

6.2 County is subject to Section 768.28, Florida Statutes, as may be amended from time to time, and agrees to be fully responsible for the acts and omissions of its respective agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by County.

6.3 The provisions of this section shall survive the expiration or earlier termination of this Agreement.

7. INSURANCE. For the duration of the Agreement, Licensee shall, at its sole expense, maintain the minimum coverages stated in Exhibit D in accordance with the terms and conditions of this article. Licensee shall maintain insurance coverage against claims relating to any act or omission by Licensee, its agents, representatives, employees, or any subcontractors in connection with this Agreement. County reserves the right at any time to review and adjust the limits and types of coverage required under this article.

7.1 Licensee shall ensure that "Broward County" is listed and endorsed as an additional insured as stated in Exhibit D on all policies required under this article.

7.2 On or before the Effective Date or at least fifteen (15) days before the commencement of Licensed Use, Licensee shall provide County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. 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.

7.3 Licensee shall ensure that all insurance coverages required by this article shall remain in full force and effect for the duration of this Agreement and until all performance required by Licensee has been completed, as determined by Director.

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 article.

7.4 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.

7.5 If Licensee maintains broader coverage or higher limits than the minimum insurance requirements stated in Exhibit D, County shall be entitled to any such broader coverage and higher limits maintained by Licensee. All required insurance coverages under this article 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.

7.6 Licensee shall declare in writing any self-insured retentions deductibles over the limit(s) prescribed in Exhibit D and submit to County for approval at least fifteen (15) days prior to the Effective Date or commencement of Licensed Use. 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.

7.7 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.

7.8 Licensee shall require that each subcontractor maintains coverage that adequately covers the services provided by that subcontractor on substantially the same insurance terms and conditions required of Licensee under this article. Licensee shall ensure that all such subcontractors comply with these requirements and that "Broward County" is named as an additional insured under the subcontractors' applicable insurance policies.

7.9 Licensee shall not permit any subcontractor to provide services under this Agreement unless and until the requirements of this article are satisfied. If requested by County, Licensee shall provide, within one (1) business day, evidence of subcontractor's

compliance with this section.

7.10 If any of the policies required under this article 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 D, 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 D.

8. MAINTENANCE, REPAIRS, AND OTHER OBLIGATIONS. Licensee shall be solely responsible for all costs associated with the Licensed Use, including maintenance and repair, utility relocations, and costs for repairing any damage to the Revocable License Area or its adjacent right-of-way until termination.

9. SECURITY. Licensee shall maintain with the County security in the form of a cash bond, money order, certified check, cashier's check, or an irrevocable letter of credit in the amount of \$ 5,000.00 for the duration of this Agreement.

10. TERMINATION. This Agreement is merely a right to access and use, and grants no estate in the Revocable License Area. This Agreement may be terminated by County, through the Broward County Board of County Commissioners (the "Board"), with or without cause and at any time during the term hereof, upon thirty (30) days written notice to Licensee.

11. SURRENDER UPON TERMINATION. Licensee shall peaceably surrender its use of and deliver the Revocable License Area to County, or its agents, immediately upon termination of this Agreement.

Upon surrender, Licensee shall remove from the Revocable License Area, at Licensee's own expense, the Improvements placed upon it unless County, in writing, authorizes Licensee to leave the Improvements on the Revocable License Area. County shall have no obligation to move, reinstall, replace, or in any way compensate Licensee for any loss resulting from or arising out of the termination of this Agreement, the requirement to remove the Improvements, or the removal of the same by County upon failure of Licensee to restore the Revocable License Area. Following removal of the Improvements, Licensee agrees to restore the Revocable License Area to its original condition, or a condition acceptable to the County as determined in the sole discretion of the Director. Licensee shall repair or pay for any damage to County property resulting from the removal of the Improvements.

12. 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, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition, or right; but the same shall remain in full force and effect. None of the conditions,

covenants, or provisions of this Agreement shall be waived or modified by the Parties unless done so in writing as provided for in Paragraph 19 below.

13. NOTICES. In order for a notice to a party to be effective under this Agreement, notice must in writing, and sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). 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 County:

Director, Broward County Highway Construction and Engineering Division
1 North University Drive, Suite 300B
Plantation, FL 33324-2038
Email: rtornese@broward.org

For Licensee:

Third Avenue Associates, Ltd. and assigns
301 E. Las Olas Boulevard
Fort Lauderdale, FL 33301
Email: Ping.Lee@tdameritrade.com

14. ENTIRE AGREEMENT. This Agreement embodies the entire agreement between the Parties. It may not be modified or terminated except as provided in this Agreement. If any provision is invalid, it shall be considered deleted from this Agreement, and such deletion shall not invalidate the remaining provisions.

15. COMPLIANCE WITH LAWS. Licensee shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations related to the use of the Revocable License Area.

16. 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, THE PARTIES 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.

17. COVENANTS RUNNING WITH THE LAND AND RECORDATION OF AGREEMENT. Licensee's obligations under this Agreement shall be a covenant upon the Burdened Parcel and shall run with the Burdened Parcel to all succeeding owners. This covenant shall be subject to specific performance in addition to any and all other remedies available to County. This Agreement shall be recorded in the Official Records of Broward County, Florida, at Licensee's expense within ten (10) days of the Effective Date. Upon termination of this Agreement, a document of equal dignity to this document acknowledging such termination shall be executed and recorded by County.

18. FURTHER ASSURANCES. The Parties hereby agree to execute, acknowledge, and deliver and cause to be done, executed, acknowledged, and delivered all further assurances and to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.

19. 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 Board and the Parties or others delegated authority or otherwise authorized to execute same on their behalf.

[THIS SECTION INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have made and executed this Revocable License Agreement: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 20____, and Third Avenue Associates, Ltd., signing by and through its Manager, duly authorized to execute same; and City of Fort Lauderdale, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

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

By _____
Mayor
____ day of _____, 20__

Insurance requirements
approved by Broward County
Risk Management Division

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

By Colonnell 11/28/18
Signature (Date)

By MAA 11/28/18
Maya A. Moore (Date)
Assistant County Attorney

Colleen Pownall Risk Analyst
Print Name and Title above

MJK 11/28/18
Michael J. Kerr (Date)
Deputy County Attorney

REVOCABLE LICENSE AGREEMENT BETWEEN BROWARD COUNTY AND THIRD AVENUE ASSOCIATES, LTD., FOR NON-EXCLUSIVE ACCESS AND USE OF A PORTION OF COUNTY RIGHT-OF-WAY.

LICENSEE

[Handwritten Signature]

ATTEST:

Secretary

(Print/Type Name)

(Corporate Seal)

For: By Third Avenue Associates Ltd.

Rocco Ferrera, VP

(Print/Type Name and Title)

20th day of November, 2018.

OR

WITNESSES:

Signature

Print/Type Name

Signature

Print/Type Name

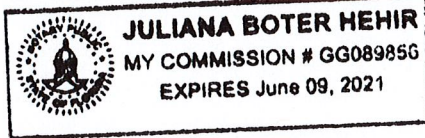
STATE OF Florida)

COUNTY OF Broward) SS

The foregoing instrument was acknowledged before me this 20th day of November, 2018, by Rocco Ferrera, as Vice President of Third Avenue Associates, a corporation corporation/partnership, on behalf of the corporation/partnership. He or she is:

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

(Seal)



My commission expires: June 9, 2021

NOTARY PUBLIC:

[Handwritten Signature]

Print name: Juliana Boter Hehir

Exhibit "A"

Legal Description of Burdened Parcel

PARCEL 1:

Unit 1, together with its proportionate share of the common elements, in Las Olas Place, a Condominium recorded December 23, 1999, in Official Records Book 30125, Page 220 which Declaration was amended by Amendment to Declaration of Condominium for Las Olas Place, a Condominium filed November 14, 2000 in Official Records Book 31020, Page 169 and as further amended by Second Amendment filed June 5, 2003 in Official Records Book 35310, Page 776, of the Public Records of Broward County, Florida, also described as:

A portion of Lot 5 and a portion of the 10 foot wide alley lying East of said Lot 5, OLIVER'S SUBDIVISION, according to the plat thereof, as recorded in Plat Book 1, Page 46, of the Public Records of Miami-Dade County, Florida; together with a portion of Tract "B" and a portion of that certain alley (as vacated per City Ordinance No. C-95-32) of FIRST FEDERAL OF BROWARD according to the plat thereof, as recorded in Plat Book 94, Page 20, of the Public Records of Broward County, Florida. Being more particularly described as follows:

Commencing at the Northwest corner of Lot 10, M.A. HORTT'S SUBDIVISION, according to the plat thereof, as recorded in Plat Book 2, Page 3, of the Public Records of Broward County, Florida; thence South, along the West line of said Lot 10 and the West line of said Tract "B", said line being coincident with the East line of said 10 foot wide alley a distance of 166.04 feet to the Point of Beginning; thence South 45°40'34" East, a distance of 2.62 feet; thence South 89°53'00" East, a distance of 9.80 feet; thence South 45°40'34" East, a distance of 6.14 feet; thence South 00°07'00" West, a distance of 8.07 feet; thence South 89°53'00" East, a distance of 73.52 feet; thence North 00°07'00" East, a distance of 5.73 feet; thence South 89°53'00" East, a distance of 73.88 feet; thence South, a distance of 77.58 feet to the point of curvature of a circular curve concave Easterly; thence Southerly along the arc of said curve having a radius of 28.05 feet, a central angle of 38°06'19" for an arc distance of 18.65 feet to the point of reverse curvature of a circular curve concave Westerly; thence Southerly along the arc of said curve having a radius of 12.62 feet, a central angle of 38°06'19" for an arc distance of 8.39 feet to the point of tangency; thence South, a distance of 202.65 feet to a point on the South line of said Tract "B", said line being coincident with the North right-of-way line of Las Olas Boulevard; thence North 89°53'00" West, along said North right-of-way line, a distance of 277.18 feet; thence North 44°56'30" West, a distance of 35.32 feet; thence North, a distance of 239.94 feet; thence North 89°53'00" West, a distance of 5.00 feet; thence North, a distance of 15.00 feet; thence South 89°53'00" East, a distance of 5.00 feet, the last three (3) described courses being coincident with the South, West and North lines of said vacated alley of FIRST FEDERAL OF BROWARD; thence North, a distance of

16.56 feet to the Southwest corner of Unit 2 as shown in "Declaration of Condominium For Las Olas Place, a Condominium" recorded in Official Records Book 30125, Page 0220 of the Public Records of Broward County, Florida; thence East, a distance of 38.28 feet; thence North, a distance of 8.43 feet; thence East, a distance of 19.20 feet; thence South, a distance of 8.40 feet; thence East, a distance of 72.52 feet to a point on the West line of said Tract "B"; thence North, a distance of 17 .02 feet to the Point of Beginning, the last six (6) described courses being along the Southerly and Easterly lines of said Unit 2.

Said lands situate in Broward County, Florida.

The bearings shown hereon are based on an assumed meridian. The West boundary of Lot 10, M.A. HORTT'S SUBDIVISION, bears South.

PARCEL 2:

Easement for ingress and egress for the benefit of Parcel 1, as created by Easement Agreement which is recorded in Official Records Book 29510, Page 493, and amended by Amendment to Easement Agreement filed November 14, 2000 in Official Records Book 31020, Page 131 of the Public Records of Broward County, Florida, over and across the following described property:

Those portions of the following described property which do not lie within the boundaries of Parcel 1:

A portion of Tract "B", FIRST FEDERAL OF BROWARD, according to the Plat thereof, as recorded in Plat Book 94, Page 20, of the Public Records of Broward County, Florida, as described in Exhibit D of Amended and Restated Access Easement Agreement recorded in Official Records Book 35310, Page 728, of the Public Records of Broward County, Florida.

PARCEL 3:

Drainage Easement for the benefit of Parcel 1, as created by Drainage Easement Agreement filed November 14, 2000 in Official Records Book 31020, Page 149 and Amendment to Drainage Easement filed December 23, 2003 in Official Records Book 36638, Page 542, of the Public Records of Broward County, Florida, over and upon the following described property:

A portion of Tract "B", FIRST FEDERAL OF BROWARD, according to the Plat thereof, as recorded in Plat Book 94, Page 20, together with a portion of the 15 foot Alley, vacated per Ordinance Number C-95-31, both as recorded in the Public Records of Broward County, Florida, together with a portion of Lot 3, Block G, REVISED AND ADDITIONAL PLAT OF STRANAHAN'S SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 3, at Page 187, of the Public Records of Miami-Dade County, being more particularly described as follows:

Commence at the Southeast corner of said Lot 3; thence North $89^{\circ}53'00''$ West, along a portion of the South line of said Lot 3, a distance of 44.30 feet to the Point of Beginning; thence continue North $89^{\circ}53'00''$ West, along the South line of said Lot 3; the South line of said 15 foot alley and the South line of said Tract "B", a distance of 183.57 feet to a point on the West line of a Common Element Easement as recorded in Official Records Book 29510, Page 0493, of the Public Records of Broward County, Florida; thence North, along a portion of said West line, a distance of 10.00 feet; thence South $89^{\circ}53'00''$ East, along a line parallel with and 10.00 feet North of, as measured at right angles to the South line of said Tract "B", said 15 foot Alley and said Lot 3, a distance of 183.59 feet; thence South $00^{\circ}07'00''$ West, a distance of 10.00 feet to the Point of Beginning.

Said lands situate, lying and being in Broward County, Florida.

AND

A portion of Tract "B", FIRST FEDERAL OF BROWARD, according to the Plat thereof, as recorded in Plat Book 94, at Page 20, of the Public Records of Broward County, Florida, being more particularly described as follows:

Commence at the most Southerly, Southeast corner of said Tract "B"; thence North $89^{\circ}53'00''$ West, along a portion of the South line of said Tract "B", a distance of 177.87 feet; thence North, a distance of 130.64 feet to the point of curvature of a circular curve to the left; thence Northerly, along the arc of said curve, having a radius of 15.50 feet, a central angle of $10^{\circ}12'52''$, for a distance of 2.76 feet to the point of tangency; thence North $10^{\circ}12'52''$ West, a distance of 11.70 feet to the Point of Beginning; thence continue North $10^{\circ}12'52''$ West, a distance of 18.43 feet to the point of curvature of a circular curve to the left; thence Northerly, along the arc of said curve, having a radius of 1520.00 feet, a central angle of $02^{\circ}31'49''$ for a distance of 67.12 feet to the point of tangency; thence North $12^{\circ}44'41''$ West, a distance of 16.42 feet, the last six (6) described courses being along the West line of a Common Element Easement recorded in Official Records Book 29510, Page 0493 of said Public Records; thence North $13^{\circ}56'10''$ East, a distance of 22.88 feet; thence North $11^{\circ}33'28''$ West, a distance of 73.26 feet; thence South $43^{\circ}52'22''$ West, a distance of 17.90 feet to a point on the arc of a circular curve to the right whose radius point bears North $68^{\circ}12'21''$ East from said point; thence Northerly along the arc of said curve, having a radius of 200.00 feet, a central angle of $04^{\circ}48'47''$ for a distance of 16.80 feet, the last described course being along the said West line of a Common Element Easement; thence North $43^{\circ}52'22''$ East, along a line not radial to the last described curve a distance of 23.31 feet; thence North $13^{\circ}45'07''$ East, a distance of 113.53 feet; thence North $41^{\circ}32'44''$ West, a distance of 8.03 feet to a point 5.00 feet South of, and parallel with, as measured at right angle to the South Right-of-Way line of S.E. 2nd Street; thence South $89^{\circ}53'00''$ East, along said parallel line, a distance of 20.84 feet; thence South $00^{\circ}07'00''$ West, a distance of 5.71 feet; thence South $13^{\circ}45'07''$ West, a distance of 119.16 feet; thence South $11^{\circ}33'28''$ East, a distance of 85.22 feet; thence South, a distance of 124.93 feet to the Point of Beginning.

Said lands situate, lying and being in Broward County, Florida.

Less and Except therefrom, that portion of Tract "B", FIRST FEDERAL OF BROWARD, according to the plat thereof, as recorded in Plat Book 94, Page 20, of the Public Records of Broward County, Florida, and as described in Exhibit "B" of the Amendment to Drainage Easement Agreement recorded in Official Records Book 36638, Page 542, of the Public Records of Broward County, Florida.

Legal Description of Licensed Property

A parcel of land being a portion of Tract "B", FIRST FEDERAL OF BROWARD, according to the plat thereof, as recorded in Plat Book 94, Page 20, of the Public Records of Broward County, Florida, said parcel of land being more particularly described as follows:

Commence at the Southwest corner of said Tract "B"; thence on an assumed bearing of South 89°53'00" East along the South line of said Tract "B", a distance of 0.28 feet to a line being 0.28 feet East of and parallel with the West line of said Tract "B", thence North 00°00'00" East along the said parallel line a distance of 8.59 feet to the Point of Beginning; thence continue North 00°00'00" East continuing along the said parallel line a distance of 44.00 feet; thence South 90°00'00" West a distance of 1.69 feet to a line being 1.41 feet West of and parallel with the West line of said Tract "B", thence South 00°00'00" West along the said parallel line a distance of 44.00 feet; thence North 90°00'00" East a distance of 1.69 feet to the Point of Beginning.

Said lands lying and situate in the City of Fort Lauderdale, Broward County, Florida, containing 74 square feet, more or less.

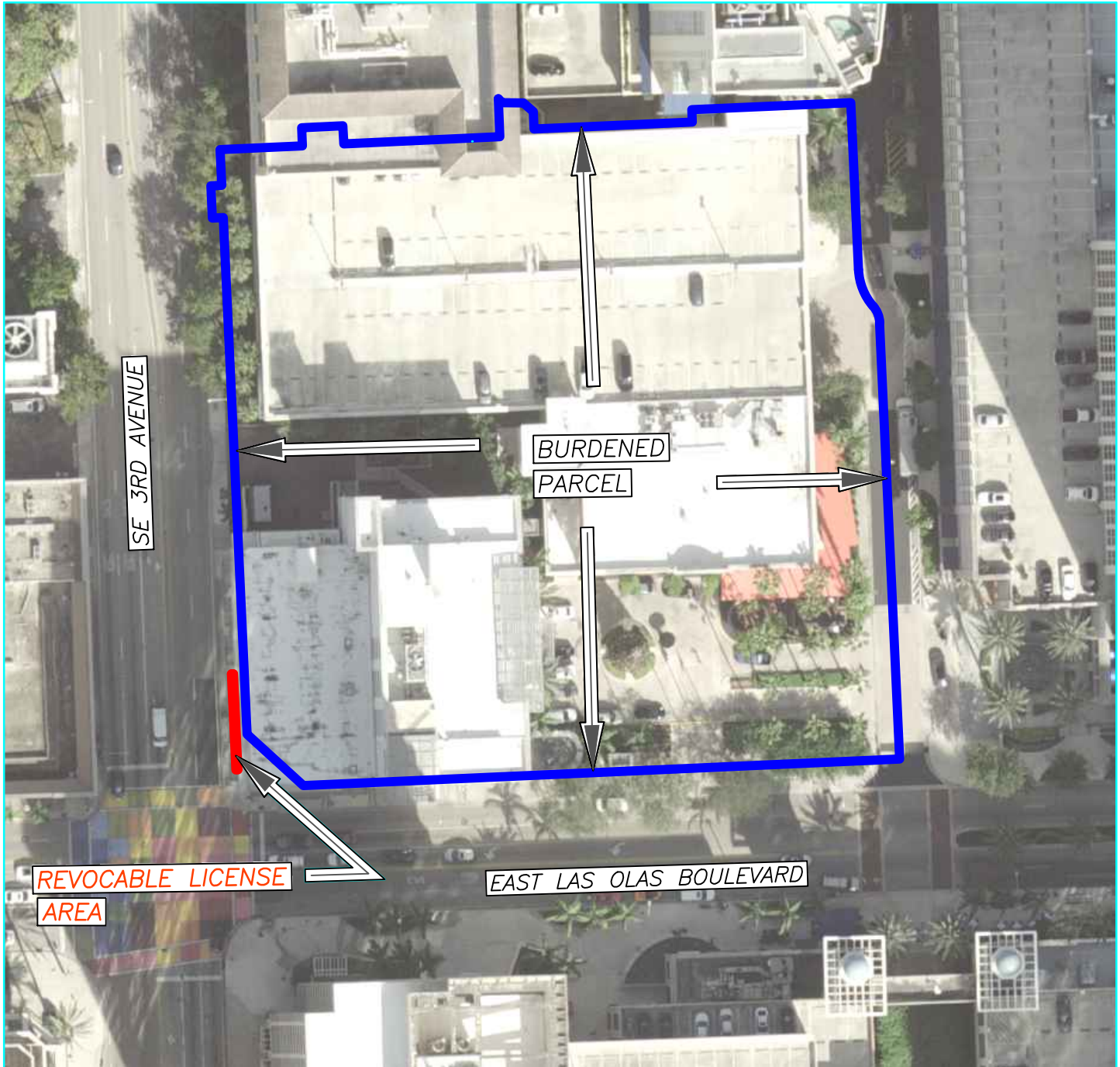
LOCATION MAP

PROJECT REFERENCE NUMBER: 180613503

PROJECT: Revocable License Agreement between Broward County and Third Avenue Associates, LTD, in the City of Fort Lauderdale.



EXHIBIT "B"



LEGEND:

 = REVOCABLE LICENSE AREA  = BURDENED PARCEL

SHEET 1 OF 1

Scale: Not To Scale	Drawn by: JAT	Date: 8-08-18	Checked by: GWD	Date: 8-08-18	File Location: E:\RW\Location Maps\AGREEMENTS\180613503
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EXHIBIT "B"

**LEGAL DESCRIPTION – PROPOSED BOLLARD AREA
PORTION OF TRACT "B"
FIRST FEDERAL OF BROWARD, P.B. 94, PG. 20, B.C.R.
301 E. LAS OLAS BOULEVARD
CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA**

A parcel of land being a portion of Tract "B", "FIRST FEDERAL OF BROWARD", according to the plat thereof, as recorded in Plat Book 94, Page 20, of the Public Records of Broward County, Florida, said parcel of land being more particularly described as follows:

COMMENCE at the Southwest corner of said Tract 'B';

THENCE on an assumed bearing of S 89°53'00" E along the South line of said Tract "B", a distance of 0.28 feet to a line being 0.28 feet East of and parallel with the West line of said Tract "B"

THENCE N 00°00'00" E along the said parallel line a distance of 8.59 feet to the POINT OF BEGINNING;

THENCE continue N 00°00'00" E continuing along the said parallel line a distance of 44.00 feet;

THENCE S 90°00'00" W a distance of 1.69 feet to a line being 1.41 feet West of and parallel with the West line of said Tract "B"

THENCE S 00°00'00" W along the said parallel line a distance of 44.00 feet;

THENCE N 90°00'00" E a distance of 1.69 feet to the POINT OF BEGINNING.

Said lands lying and situate in the City of Fort Lauderdale, Broward County, Florida, containing 74 square feet, more or less.

NOTES:

1. Not valid without the signature and original embossed seal of a Florida licensed Professional Surveyor and Mapper.
2. Lands described hereon were not abstracted, by the surveyor, for ownership, easements, rights-of-way or other instruments that may appear in the Public Records of Broward County.
3. Bearings shown hereon are assumed and referenced to the plat of "FIRST FEDERAL OF BROWARD", as recorded in Plat Book 94, Page 20, Broward County Records, with the South line of Tract "B", having an assumed bearing of S 89°53'00" E.
4. The description contained herein and the attached sketch, do not represent a Boundary Survey.

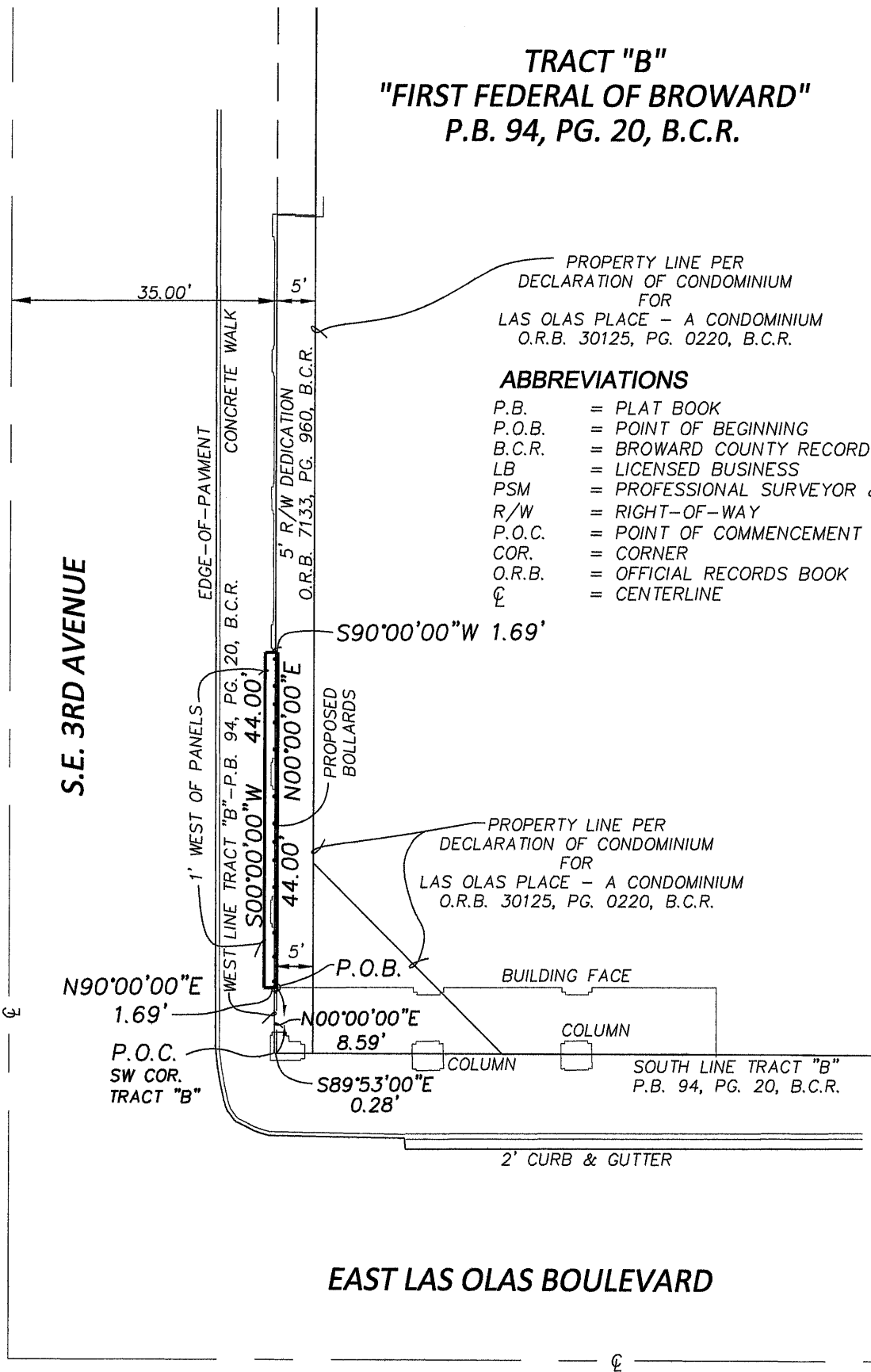
CALVIN, GIORDANO AND ASSOCIATES, INC.



Date: 9/5/2018

Steven M. Watts
Professional Surveyor and Mapper
Florida Registration Number LS 4588

TRACT "B"
"FIRST FEDERAL OF BROWARD"
P.B. 94, PG. 20, B.C.R.



PROPERTY LINE PER
DECLARATION OF CONDOMINIUM
FOR
LAS OLAS PLACE - A CONDOMINIUM
O.R.B. 30125, PG. 0220, B.C.R.

ABBREVIATIONS

- P.B. = PLAT BOOK
- P.O.B. = POINT OF BEGINNING
- B.C.R. = BROWARD COUNTY RECORDS
- LB = LICENSED BUSINESS
- PSM = PROFESSIONAL SURVEYOR & MAPPER
- R/W = RIGHT-OF-WAY
- P.O.C. = POINT OF COMMENCEMENT
- COR. = CORNER
- O.R.B. = OFFICIAL RECORDS BOOK
- CL = CENTERLINE

EAST LAS OLAS BOULEVARD

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONSSM
1800 Eller Drive, Suite 600, Fort Lauderdale, Florida 33316
Phone: 954.921.7781 • Fax: 954.921.8807

SKETCH & LEGAL DESCRIPTION
PROPOSED BOLLARD AREA
301 E. LAS OLAS BLVD.

SCALE 1"=20'	PROJECT No. 17-9999	SHEET 3 OF 3
DATE 9/5/2018	CAD FILE	

EXHIBIT C

Project: T. D. Ameritrade
Location: 301 East Las Olas Boulevard
Fort Lauderdale, FL 33301

Broward County
Reference Number: 180613503

Scope of Improvements:

Installation of safety barriers in front of windows at the corner of SE 3rd Avenue and 301 East Las Olas Blvd. There are 3 window, inserts/reveals, located along SE 3rd Avenue. Bollards will be installed in front of the 3 windows along SE 3rd Avenue as protection devices to prevent errant vehicles from going through the windows and injuring building occupants.

This project is similar to restraining assemblies along highways but much more architecturally compatible to SE 3rd Avenue.

Maintenance Schedule:

The bollards are made of marine grade stainless steel and will be painted. The panels are all aluminum and will be powder coated. Bollards will be painted as necessary.

A full-size set of plans are on file with the Broward County Highway Construction and Engineering Division under Project Reference Number 180613503.

EXHIBIT D
INSURANCE REQUIREMENTS

Project: **Revocable License Agreement with Third Avenue Associates, Ltd.**
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 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 _____	☑	☑	Bodily Injury		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$1,000,000	\$2,000,000
			Personal Injury		
			Products & Completed Operations		
AUTO LIABILITY <input type="checkbox"/> Comprehensive Form <input type="checkbox"/> Owned <input type="checkbox"/> Hired <input type="checkbox"/> Non-owned <input type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>	☑	☑	Bodily Injury (each person)		
			Bodily Injury (each accident)		
			Property Damage		
			Combined Bodily Injury and Property Damage		
<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"/> 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	☑	Each Accident	STATUTORY LIMITS	
<input checked="" type="checkbox"/> EMPLOYER'S LIABILITY			Each Accident	\$100,000	
<input type="checkbox"/> POLLUTION / ENVIRONMENTAL LIABILITY	☑	☑	If claims-made form:		
			Extended Reporting Period of:	years	
			*Maximum Deductible:	\$10 k	
<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

Risk Management Division