

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 Agreement ("Agreement") between Broward County ("County"), a political subdivision of the State of Florida, TVC Margate C.O., LLC ("Licensee"), a Michigan limited liability company, authorized to conduct business in the State of Florida, and City of Margate ("Municipality"), a municipal corporation organized and existing under the laws of 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 identified in the attached Exhibit A ("Burdened Parcel").

B. County owns and controls the portion of right-of-way on West Copans Road 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.

D. Municipality, through formal action of its governing body taken on the ____ day of _____, 20____, has accepted responsibility for the ongoing maintenance and repair of the Revocable License Area under the terms of this Agreement, should Licensee fail to comply with this Agreement.

E. Municipality has authorized the appropriate municipal officers to execute this Agreement.

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 ongoing maintenance and repair of the Improvements. The Improvements must meet County's Minimum Standards Applicable to Public Right-of-Way Under Broward County Jurisdiction. Other than the purposes identified in this Agreement, Licensee must 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 must 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): _____

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 must 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, will 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 If Licensee fails to perform or comply with any terms or conditions of this Agreement, and upon Licensee's and Municipality's receipt of written notice from the Director of the same, Municipality will immediately be responsible for, and assume Licensee's responsibilities and obligations for, the ongoing maintenance, repair, and replacement of the Improvements. Municipality, at its sole cost, will then have thirty (30) days to return the Revocable License Area to a condition acceptable to the County as determined in the sole discretion of the Director. County shall not be obligated to proceed against Licensee or exhaust any other remedies it may have against Licensee or Municipality prior to enforcing Municipality's obligations under this Paragraph 2.6. Municipality does not waive any rights of recourse it has against the Licensee due to Licensee's failure to perform or comply with any terms or conditions of this Agreement.

2.7 The obligations of Licensee as set forth in this Agreement may be performed by Licensee or Municipality through its employees, or Licensee or Municipality may enter into a contract with a third party to perform the services. If Licensee or Municipality 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 shall 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 shall remain the property of Licensee, and shall 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.

6.1 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.

6.2 INDEMNIFICATION OF MUNICIPALITY. Licensee shall at all times indemnify, hold harmless, and defend Municipality and all of Municipality'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 Municipality, defend each Indemnified Party against each such Claim by counsel satisfactory to Municipality, or, at Municipality Attorney's option, pay for

an attorney selected by Municipality Attorney to defend Indemnified Party. The obligations of this section shall survive the termination of this Agreement.

6.3 If Licensee or Municipality 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:

6.3.1 Indemnification of County. 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.

6.3.2 Indemnification of Municipality. Third party shall indemnify and hold harmless Municipality, and all of Municipality'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 Municipality, at its own expense, defend each Indemnified Party against each such Claim by counsel satisfactory to Municipality, or, at Municipality's Attorney's option, pay for an attorney selected by Municipality Attorney to defend Indemnified Party.

6.4 County and Municipality are entities subject to Section 768.28, Florida Statutes, as may be amended from time to time, and agree to be fully responsible for the acts and omissions of their respective agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing in this Agreement shall be construed as consent by County or Municipality to be sued

by third parties in any matter arising out of this Agreement or any other contract.

6.5 The provisions of this paragraph 6 shall survive the expiration or earlier termination of this Agreement.

7. INSURANCE.

7.1 For the duration of the Agreement, Licensee shall, at its sole expense, maintain the minimum insurance 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.

7.2 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. Licensee shall also ensure that the "City of Margate" is listed and endorsed as an additional insured on all policies required under this article.

7.3 On or before the Effective Date or at least fifteen (15) days before commencement of Licensed Use, Licensee shall provide County and Municipality 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 or Municipality, Licensee shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after County's or Municipality's request.

7.4 Licensee shall ensure that all insurance coverages required by this article 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 and Municipality 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 and Municipality with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s). Licensee shall ensure that there is no lapse of coverage at any time during the time period for which coverage is required by this article.

7.5 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.

7.6 If Licensee maintains broader coverage or higher limits than the minimum insurance requirements stated in Exhibit D, County and Municipality 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 or Municipality insurance, self-insurance or otherwise, which shall be in excess of and shall not contribute to the insurance required and provided by Licensee.

7.7 Licensee shall declare in writing any self-insured retentions or 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 deductible or self-insured retention applicable to any claim against County or Municipality. 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.

7.8 Unless prohibited by the applicable policy, Licensee waives any right to subrogation that any of Licensee's insurers may acquire against County and Municipality, and agrees to obtain same in an endorsement of Licensee's insurance policies.

7.9 Licensee shall require that each subcontractor maintains insurance 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" and the "City of Margate" are each named as an additional insured under the subcontractors' applicable insurance policies.

7.10 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 or Municipality, Licensee shall provide, within one (1) business day, evidence of each subcontractor's compliance with this section.

7.11 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. There is no obligation for security as part of this Revocable License 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 and Municipality.

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 notice to a party to be effective under this Agreement, notice must be in writing, and sent via 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 giving notice will remain the same 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:
Director, Broward County Highway Construction and Engineering Division
1 North University Drive, Suite 300B
Plantation, FL 33324-2038
Email: rtornese@broward.org

For Licensee:
TVC Margate C.O., LLC and assigns
5757 West Maple Road, Suite 800
West Bloomfield, Michigan 48322
Email: sbock@velmeir.com

For Municipality:
City of Margate
5790 Margate Boulevard
Margate, FL 33063
Email: apinney@margatefl.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 TVC Margate, C.O., LLC, signing by and through its Manager, duly authorized to execute same; and City of Margate, 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 _____
Signature (Date)

Print Name and Title above

By _____
Maya A. Moore (Date)
Assistant County Attorney

Michael J. Kerr (Date)
Deputy County Attorney

REVOCABLE LICENSE AGREEMENT BETWEEN BROWARD COUNTY, TVC MARGATE, C.O., LLC, AND CITY OF MARGATE FOR NON-EXCLUSIVE ACCESS AND USE OF A PORTION OF COUNTY RIGHT-OF-WAY.

LICENSEE

ATTEST:

Secretary

(Print/Type Name)

(Corporate Seal)

TVC Margate Co., LLC.

By Stephen J. Beck

Stephen J. Beck
(Print/Type Name and Title)

1st day of November, 2018.

OR

WITNESSES:

Bryan Christopher

Signature
Bryan Christopher
Print/Type Name

Signature
Steven Wherry
Print/Type Name

STATE OF Florida)
COUNTY OF Broward) SS

The foregoing instrument was acknowledged before me this 1st day of November, 2018, by Stephen J. Beck, as Manager of TVC Margate Co., LLC., a Michigan LLC 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:



STEVEN SNYDER WHERRY
Commission # GG 113711
Expires June 11, 2021
Bonded Thru Budget Notary Services

NOTARY PUBLIC:

Steven Snyder Wherry
Print name:

REVOCABLE LICENSE AGREEMENT BETWEEN BROWARD COUNTY, TVC MARGATE, C.O., LLC, AND CITY OF MARGATE FOR NON-EXCLUSIVE ACCESS AND USE OF A PORTION OF COUNTY RIGHT-OF-WAY.

MUNICIPALITY

ATTEST:

Municipal Clerk

(Print or Type Name)

(SEAL)

By _____
Mayor-Commissioner

(Print or Type Name)

____ day of _____, 20____.

Municipal Manager

____ day of _____, 20____.

APPROVED AS TO FORM:

By _____
Municipal Attorney

Exhibit A: Legal Description of Burdened Parcel

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 $01^{\circ}10'00''$ 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 $89^{\circ}32'02''$ 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 $01^{\circ}00'34''$ 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 $89^{\circ}33'02''$ East, along said North line of Tract A and South right of way line of Copans Road, for a distance of 629.52 feet to the point of the beginning.

Containing 3.62 acres more or less.

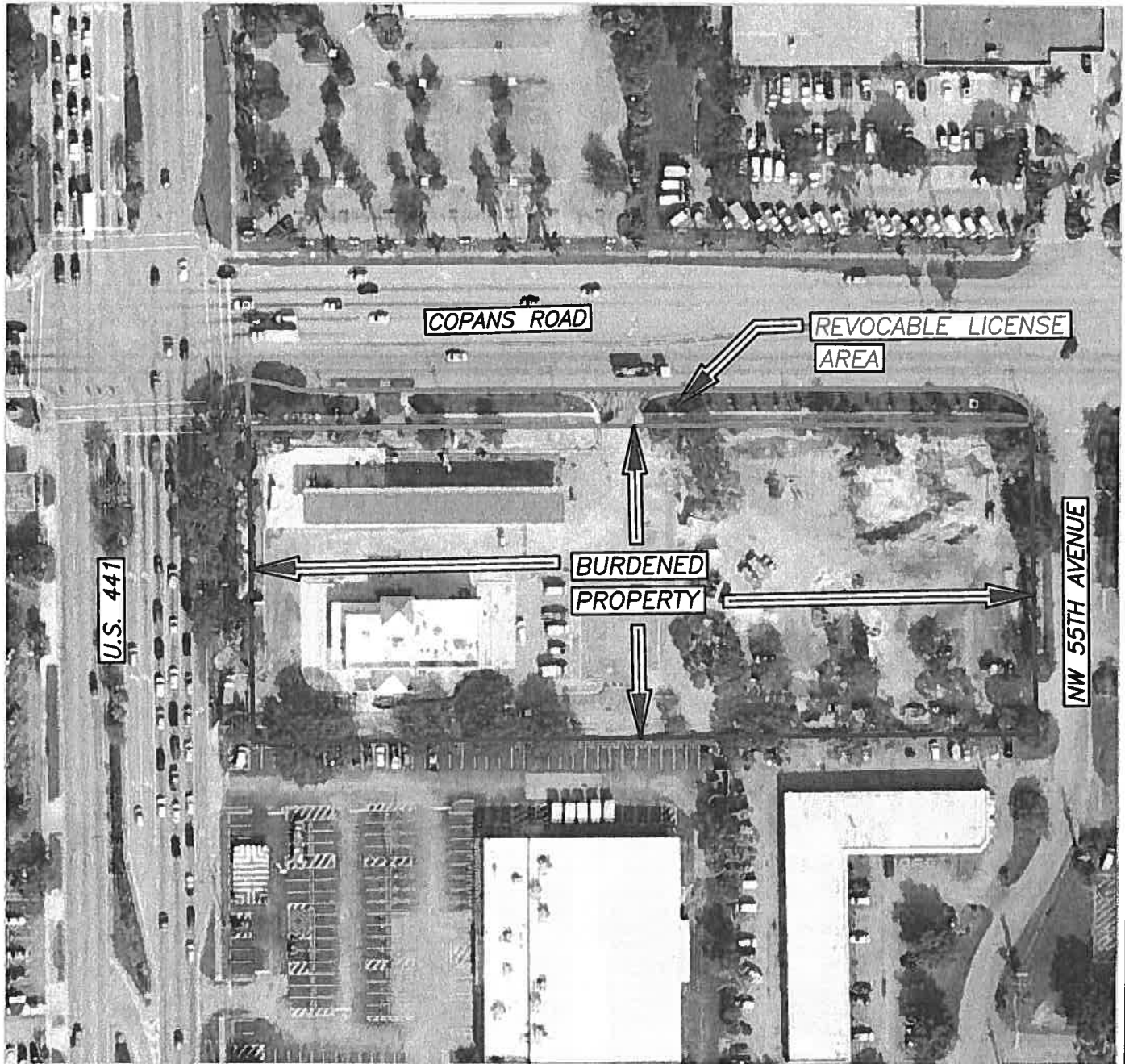
LOCATION MAP

PROJECT REFERENCE NUMBER: 160511001

PROJECT: Revocable License Agreement between Broward County,
the City of Margate and TVC Margate C.O., L.L.C.,
in the City of Margate.



EXHIBIT "B"



LEGEND:

 = REVOCABLE LICENSE AREA  = BURDENED PROPERTY

SHEET 1 OF 1

Scale: Not To Scale	Drawn by: JAT	Date: 5-08-18	Checked by: GWD	Date: 5-08-18	File Location: E:\RW\Location Maps\AGREEMENTS\160511001
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BROWARD COUNTY HIGHWAY CONSTRUCTION & ENGINEERING DIVISION

**SKETCH & DESCRIPTION
MAINTENANCE AGREEMENT**

A PORTION OF COPANS ROAD
(O.R.B. 10225, PG. 488, B.C.R.)
CITY OF MARGATE

EXHIBIT "B"

LAND DESCRIPTION:

A portion of Copans Road as recorded in Official Records Book 10255, Page 488 of the Public Records Of Broward County, Florida; being described as follows:

Begin at the Northeast 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; thence S89°33'02"W along the north line of said Tract 'A', 629.52 feet to the northwest corner of said Tract 'A'; thence N01°00'34"W along the extension of the west line of said Tract 'A', 38.86 feet to the intersection of the extension of the west line of said Tract 'A' and the south edge of pavement of Copans Road as laid out and in use today; thence S82°23'45"E, 23.62 feet; thence S71°17'24"E, 15.84 feet; thence N89°30'50"E, 94.61 feet; thence S00°29'10"E, 1.50 feet; thence N89°34'32"E, 459.46 feet to the point of curvature of a curve, concave to the south, having a radius of 50.00 feet and a central angle of 48°17'28"; thence southeasterly along said curve an arc distance of 42.14 feet to the intersection of the south edge of pavement of Copans Road and the extension of the east line of said Tract 'A' (the previous six calls being along the south edge of pavement of Copans Road as laid out and in use today); thence S01°09'59"E along the extension of the east line of said Tract 'A', 11.96 feet to the Point Of Beginning.

Said lands lying in the City of Margate, Broward County, Florida and containing 18,347 square feet more or less.


SURVEYOR'S REPORT:

1. Reproductions of this Sketch are not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to this sketch by other than the signing party is prohibited without written consent of the signing party.
2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
3. The land description shown hereon was prepared by the Surveyor.
4. Bearings shown hereon are relative to said plat, based on the north line of Tract 'A' having a bearing of S89°33'02"W.
5. Data shown hereon was compiled from instrument(s) of record and does not constitute a boundary survey.
6. Abbreviation Legend: B.C.R. = Broward County Records; Δ = Central Angle; F.B. = Field Book; L = Arc Length; L.B. = Licensed Business; P.B. = Plat Book; PG. = Page; P.L.S. = Professional Land Surveyor; P.O.B. = Point of Beginning; R = Radius.

CERTIFICATION:

I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction. I FURTHER CERTIFY that this Sketch and Description meets the Standards of Practice set forth in Chapter 5J-17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes.

Date: 4/10/2018


JOHN T. DOOGAN, P.L.S.
Florida Registration No. 4409
AVIROM & ASSOCIATES, INC.
L.B. No. 3300

**NOT VALID WITHOUT
SHEETS 1 THRU 3**

REVISIONS



**AVIROM & ASSOCIATES, INC.
SURVEYING & MAPPING**

50 S.W. 2nd AVENUE, SUITE 102
BOCA RATON, FLORIDA 33432
(561) 392-2594 / www.AVIROMSURVEY.com

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JOB #: 10482-3

SCALE: 1" = 50'

DATE: 04/10/2018

BY: W.R.E.

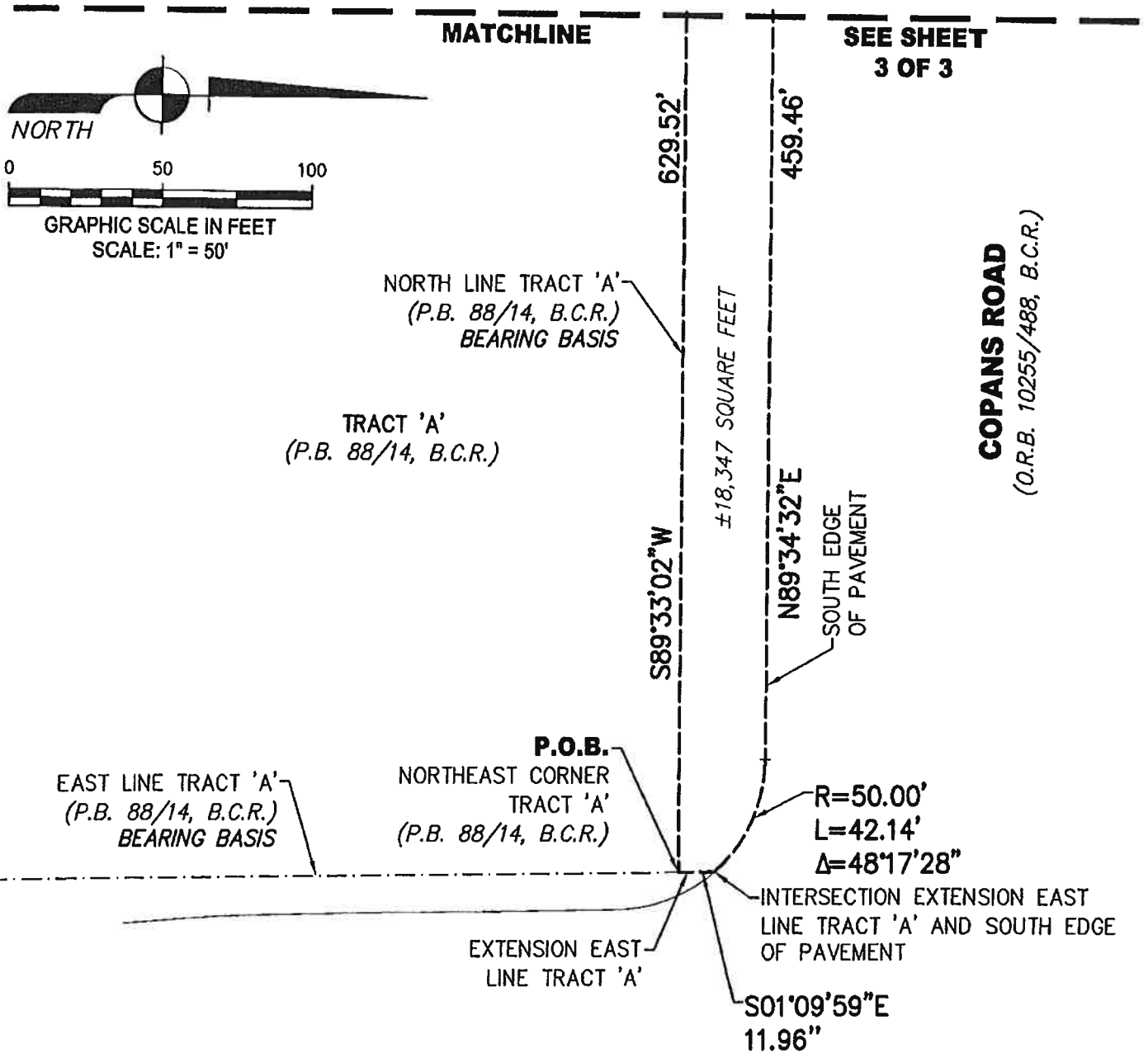
CHECKED: J.T.D.

F.B. - **PG.** -

SHEET: 1 OF 3

SKETCH & DESCRIPTION
MAINTENANCE AGREEMENT
A PORTION OF COPANS ROAD
(O.R.B. 10225, PG. 488, B.C.R.)
CITY OF MARGATE

EXHIBIT "B"



**NOT VALID WITHOUT
SHEETS 1 THRU 3**

REVISIONS



AVIROM & ASSOCIATES, INC.
SURVEYING & MAPPING

50 S.W. 2nd AVENUE, SUITE 102
BOCA RATON, FLORIDA 33432
(561) 392-2594 / www.AVIROMSURVEY.com

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JOB #:	10482-3
SCALE:	1" = 50'
DATE:	04/10/2018
BY:	W.R.E.
CHECKED:	J.T.D.
F.B.	- PG. -
SHEET:	2 OF 3

SKETCH & DESCRIPTION
MAINTENANCE AGREEMENT

A PORTION OF COPANS ROAD
(O.R.B. 10225, PG. 488, B.C.R.)
CITY OF MARGATE

EXHIBIT "B"

U.S. 441
(STATE ROAD 7)

N01°00'34"W
38.86'

EXTENSION WEST
LINE TRACT 'A'

INTERSECTION EXTENSION WEST
LINE TRACT 'A' AND SOUTH
EDGE OF PAVEMENT

S82°23'45"E
23.62'

S71°17'24"E
15.84'

WEST LINE TRACT 'A'
(P.B. 88/14, B.C.R.)

NORTH WEST
CORNER TRACT 'A'

629.52'

NORTH LINE TRACT 'A'
(P.B. 88/14, B.C.R.)
BEARING BASIS

±18,347 SQUARE FEET

N89°30'50"E 94.61'

S00°29'10"E
1.50'

459.46'

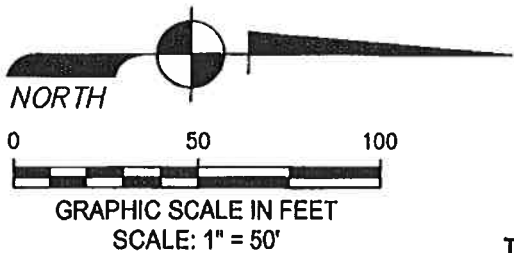
SOUTH EDGE
OF PAVEMENT

S89°33'02"W

N89°34'32"E

COPANS ROAD

(O.R.B. 10255/488, B.C.R.)



TRACT 'A'
(P.B. 88/14, B.C.R.)

**NOT VALID WITHOUT
SHEETS 1 THRU 3**

MATCHLINE

**SEE SHEET
2 OF 3**

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