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## REVOCABLE LICENSE AGREEMENT

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THIS AGREEMENT, made this 16th day of November, 2020, by and between:

**CITY OF POMPANO BEACH**, a municipal corporation of the State of Florida, whose address is 100 W. Atlantic Blvd., Pompano Beach, Florida 33060, ("CITY"),

and

**FAIRFIELD POMPANO LP**, a Delaware limited partnership with offices located at 5510 Morehouse Drive, Suite 200, San Diego, CA 92121, ("LICENSEE"),

collectively referred to as "the Parties."

### WITNESSETH:

WHEREAS, LICENSEE is the owner of fee simple title to certain real property located on the northwest corner of N.E. 6<sup>th</sup> Street and State Road 5/Federal Highway in the City of Pompano Beach, Broward County, Florida, and more particularly described in Exhibit "A" attached and incorporated in this Agreement (the "Property"); and

WHEREAS, LICENSEE is developing a Fairfield Residential project on the Property (the "Project"); and

WHEREAS, as part of the Project, LICENSEE intends to or has constructed or placed, and agrees to maintain, certain improvements including, but not limited to, pavers, landscaping and irrigation ("Improvements"), within the rights-of-way of N.E. 6<sup>th</sup> Street and Federal Highway, and as further described and depicted in Exhibit "B;" and

WHEREAS, it is the intent of the Parties that LICENSEE any successor property owner, association or other designated legal entity shall be required to maintain the Improvements; and

WHEREAS, Federal Highway Right-of-way adjacent to the Property is under the jurisdiction of the Florida Department of Transportation (“FDOT”); and

WHEREAS, pursuant to City Resolution No. 2008-49, a Landscape Inclusive Maintenance Memorandum of Agreement (“MMOA”) between City and FDOT, outlining the parties’ responsibilities regarding improvements to be constructed and installed, and the maintenance of such Improvements, within the Right-of-Way of State Road 5/Federal Highway; and

WHEREAS, pursuant to the City Resolution No. 2019-149, the CITY and FDOT recently executed Amendment No. 17 of the MMOA agreeing to allow adjacent property owners to State Road 5/Federal Highway to install or construct additional landscape improvements or to modify improvements within the Right-of-Way of State Road 5/Federal Highway, and to maintain such improvements; and

WHEREAS, LICENSEE has agreed to maintain the Improvements proposed for installation or construction within the Rights-of-Way of N.E. 6<sup>th</sup> Street and State Road 5/Federal Highway, pursuant to the standards and requirements outlined in the MMOA and any amendments and in the Maintenance Plan for Landscape Improvements, attached and incorporated in this Agreement as Exhibit “C”; and

WHEREAS, LICENSEE has agreed to maintain Improvements as consideration for CITY’s authorization to place all of the Improvements, as indicated above, in the Rights-of-Way of N.E. 6<sup>th</sup> Street and State Road 5/Federal Highway; and

WHEREAS, claims for damages or injuries may be made, or have been made against CITY solely due to the installation, placement or existence of the aforementioned Improvements within

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the aforementioned Rights-of-Way prior to the effective date of this Agreement, and LICENSEE intends to indemnify CITY for any and all such claims; and

WHEREAS, pursuant to the terms set forth in this Agreement, LICENSEE agrees to indemnify and hold CITY harmless for the installation, construction and maintenance of the Improvements within the Rights-of-Way; and

WHEREAS, inasmuch as the use of the property owned by CITY and FDOT by LICENSEE for this restricted purpose will not interfere with the rights enjoyed by the public and will be without cost to the public.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and such other valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1. Recitals.

The parties acknowledge and agree that the Recitals above are true and correct and incorporated herein by this reference.

2. CITY grants to LICENSEE and LICENSEE accepts from CITY a non-exclusive license to use a portion of right-of-way property ("License Area") in the aforementioned roadways for the purpose of installing, operating and maintaining Improvements in and under the property shown on the site plan and description attached and designated as Exhibit "D," attached and incorporated in this License Agreement. All work of installation, maintenance, land restoration and clean-up shall be done to the satisfaction of the City Engineer. Prior to the start of construction, LICENSEE shall provide documentation (such as pictures, video, topographic surveys) to the City Engineer to establish the conditions that existed within the License Area prior to construction. All damages caused as a result of such installation to any elements, including, but not limited to,

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pavement, curbs, sidewalks, landscaping, trees, irrigation, utility poles, located within the public right-of-way shall be restored or repaired to a condition equal to or better than that existing prior to commencement of installation/construction or maintenance of Improvements. This shall include any subsurface features such as water service lines, utility access lines, utility access covers, water meter boxes, water isolation valve stems, or sanitary sewer cleanouts that may deteriorate as a result of removing asphalt, base materials, compaction, paving operations. LICENSEE shall be responsible for verifying all underground utilities prior to digging in any area. LICENSEE shall notify all necessary utility companies, 48 hours minimum prior to digging for verification all underground utilities, irrigation and any other obstructions and coordinate prior to initiating operations.

3. LICENSEE agrees that this License Agreement is contingent upon LICENSEE submitting a site plan or location plan and blueprints or other documentation as is usually required by the Engineering Department of CITY for the issuance of a permit, and the granting of this license does not in any way waive any other building or construction ordinances, fees, or requirements of CITY. LICENSEE shall not commence construction nor occupy the right-of-way for construction purposes prior to approval of the permits.

4. This license shall continue from day to day commencing on the date of execution by all parties until terminated in accordance with this Agreement.

5. LICENSEE agrees to pay CITY as compensation for this License the sum of One Dollar (\$1.00) per annum. Receipt of the first payment of One Dollar (\$1.00) is acknowledged.

6. This license may, at the option of LICENSEE, with the consent of CITY, be renewed from year to year after the initial term upon payment by LICENSEE to CITY of the sum of One Dollar (\$1.00) per annum.

7. As further consideration of this License Agreement, LICENSEE further agrees to pay any taxes of whatever nature which may validly be levied against the premises or pursuant to this Agreement during the continuance of this Agreement.

8. This license may be terminated by CITY at any time, for no express reason, upon giving thirty (30) days' written notice to LICENSEE by certified mail as further provided in paragraph 15. Upon termination, LICENSEE agrees to remove at its sole expense all encroachments lying in, along and under the licensed portion of the right-of-way and to restore the pavement and any modification made by LICENSEE to the licensed premises to its former condition or better as determined in the sole discretion of the Public Works Administrator.

9. LICENSEE specifically agrees that it will use the Rights-of-way pursuant to this license only for the purpose of installing, constructing and maintaining Improvements described in this Agreement. Further, LICENSEE will not suffer or permit the licensed premises or any part to be used for any other purpose without the express consent of CITY. During the construction and installation phase, LICENSEE shall not store materials and equipment in the public right-of-way. Staging of materials in the public right-of-way is strictly prohibited. The City Engineer shall approve all repairs, replacements and maintenance within the License Area.

10. It is further expressly agreed by LICENSEE that it shall not make any alteration other than normal repairs and maintenance to the Improvements by way of substantial alteration without the express written consent of CITY.

11. It is expressly understood and agreed that no real or personal property is leased to LICENSEE; that the LICENSEE's right to occupy the right-of-way is subordinate to CITY's (or any franchisee of CITY) use of the licensed premises, and should any relocation of any public utility be necessitated at any time in the future, then LICENSEE shall relocate, if practicable, or

terminate its use of the licensed premises at its own expense by restoring the pavement and any modifications made by LICENSEE to the licensed premises to its former condition or better, as determined in the sole discretion of the Public Works Director. In the event that the non-exclusive use, occupation, and possession and maintenance of the Improvements ever (a) conflicts with a superior municipal interest of the CITY or public or FDOT, or (b) at any time the CITY or FDOT requires the use of the License Area for a superior conflicting municipal purpose or (c) the CITY or FDOT determines that continuation of the License Agreement for the License Area is no longer in the best public interest, all as determined by the CITY, and consistent with the MMOMA, then in that event, the license shall be terminable at the will of the CITY upon fifteen (15) days written notice to the LICENSEE.

12. During the term of this License and any subsequent renewal, LICENSEE assumes all risks in the installation, construction and maintenance of the Improvements located along and under the licensed premises and shall be solely responsible and answerable for damages related to all accidents or injuries to person or property arising out of or caused in the performance of any of the work done pursuant to this Agreement, or arising out of the presence, possession or maintenance of such Improvements. LICENSEE further covenants and agrees to indemnify and hold harmless CITY, FDOT and their officers, agents and employees from any and all claims (which shall include, but not be limited to, the defense of any claim and any and all costs in any judicial or quasi-judicial proceedings and for any and all damages or penalties of any kind or nature), suits, losses, damage or injury to person or property of whatsoever kind and nature, whether direct or indirect, arising out of the installation, construction and maintenance of the aforementioned Improvements or the carelessness, negligence or improper conduct of LICENSEE or any servant, agent, subcontractor or employee of LICENSEE.

13. LICENSEE shall procure at its own cost and expense Comprehensive General Liability Insurance coverage in an amount not less than One Million (\$1,000,000.00) Dollars combined single limit in addition to any other insurance or bond CITY may require, which insurance will protect LICENSEE, CITY, FDOT and their officers and employees from any claims for damages to property and for personal injuries, including death, which may arise on the Property/Licensed premises during the term of this agreement and any renewals. The insurance policy shall contain a thirty (30) day cancellation clause period and a Certificate of Insurance shall be furnished to the CITY, naming the City of Pompano Beach and FDOT as an additional insured pursuant to this Agreement. The Certificate of Insurance must be approved by the CITY's Risk Manager prior to execution of this Agreement. A copy of the approved Certificate is attached and incorporated in this Agreement as Exhibit "E."

14. LICENSEE is not permitted to assign, transfer, convey or otherwise dispose of this license to any other person or corporation without the prior written consent of CITY. In the event of an attempt to assign, transfer, convey or otherwise dispose of this license to any person not specifically a party to this Agreement, then this license shall be null and void and terminated without notice to LICENSEE.

15. Any notice required under the terms of this License Agreement must be in writing and must be sent by certified mail to the address of the party to whom the notice is to be given.

Addresses of the parties are as follows:

**FOR CITY:**

Gregory Garrison, City Manager  
City of Pompano Beach  
Post Office Box 1300  
Pompano Beach, Florida 33061-1300

**FOR LICENSEE:**

Fairfield Pompano LP  
3330 Cumberland Blvd. SE, Suite 375  
Atlanta, GA 30339  
Attn: C. Thomas Brunson and Richard Munger  
Email: tbrunson@ffres.com and  
rmunger@ffres.com  
404-442-3856 office  
214-574-1376 fax

16. Installation and construction activities shall not commence until the LICENSEE submits to the Engineering Department maintenance of traffic plan ("plan") for approval, if such is needed, as determined by the City Engineer. The plan shall be signed and dated by a person who has been certified by the American Traffic Safety Services Association or signed and sealed by a professional engineer. The plan shall conform to FDOT's latest manual on Uniform Traffic Control Devices, as amended for streets and highways, the requirements of the Standard Application Package for railways, including flagging services and Railroad Protective Insurance or acceptable alternative, when applicable, and the FDOT's latest Roadway and Traffic Design Standards and Standard Specifications for Road and Bridge Construction, as amended.

17. This License Agreement shall be construed in accordance with the laws of the State of Florida. If any provision or its application to any person or situation, is deemed invalid or unenforceable for any reason and to any extent, the remainder of this License Agreement, or the application of the remainder of the provisions, shall not be affected. Rather, this License Agreement is to be enforced to the extent permitted by law. The captions, headings and title of this License Agreement are solely for convenience of reference and are not to affect its interpretation. Each covenant, term, condition, obligation or other provision of the Revocable License is to be construed as a separate and independent covenant of the party who is bound by or who undertakes it, and each is independent of any other provision of this License, unless otherwise expressly provided. All terms and words used in this License Agreement, regardless of the number or gender in which they are used, are deemed to include any other number and other gender, as the context requires.

18. This License Agreement shall be binding on and inure to the benefit of the parties, their successors and assigns.

19. Nothing contained in this License Agreement is intended to serve as a waiver of sovereign immunity by the CITY as provided for in Fla. Stat. 768.28.

20. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this License Agreement. None of the parties intend to directly or substantially benefit a third party by this License Agreement. The parties agree that there are no third party beneficiaries to this License Agreement and that no third party shall be entitled to assert a claim against any of the parties based on this License Agreement.

Nothing herein shall be construed as consent by any agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.

21. LICENSEE shall not discriminate against any Person in the performance of duties, responsibilities and obligations under this License Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

22. Each party shall maintain its own respective records and documents associated with this License Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees of non-compliance with that law.

23. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this License Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written.

24. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations and that the preparation of this License has been their joint effort.

25. The parties agree that each requirement, duty and obligation set forth in this Agreement is substantial and important to the formation of this License and, therefore, is a material term. Any party's failure to enforce any provision of this License shall not be deemed a waiver of such provision or modification of this License. A waiver of any breach of a provision of this License shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this License.

26. This License Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this License Agreement and any action involving the enforcement or interpretation of any rights shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida. To that end, LICENSEE expressly waives whatever other privilege to venue it may otherwise have.

27. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of God or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of force majeure.

Licensee must follow all Federal, State, County, and City safety guidelines, including all CDC safety guidelines in effect during the term of the program, including but not limited to social

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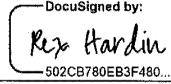
distancing, and personal protection equipment. Inability to conduct the program and follow any and all required safety guidelines from the COVID-19 crisis or other similar emergency, or failure to follow such requirements, including but not limited to, social distancing, shall constitute grounds for immediate cancellation of this Agreement unilaterally by the City upon written notice, which may be provided via electronic mail.

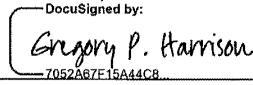
The parties, by mutual agreement, may reschedule the performance of the services to a later date pursuant to the terms of this agreement.

**IN WITNESS WHEREOF**, the parties to this License Agreement have set their hands and seals on the day and year first above written.

**"CITY":**

**CITY OF POMPANO BEACH**

By:   
Rex Hardin  
502CB780EB3F480...  
REX HARDIN, MAYOR

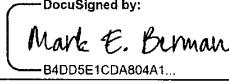
By:   
Gregory P. Harrison  
7052A67F15A44C8...  
GREGORY P. HARRISON, CITY MANAGER

Attest:

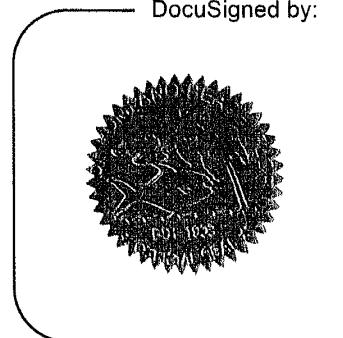
By:   
Asceleta Hammond  
775D4290316A490...  
ASCELETA HAMMOND, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

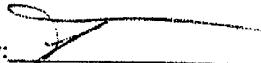
By:   
Mark E. Berman  
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MARK E. BERMAN, CITY ATTORNEY

DocuSigned by:



**"LICENSEE":**

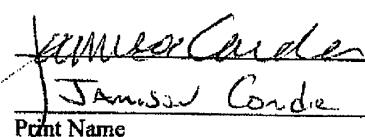
Witnesses:

FAIRFIELD POMPANO LP  
a Delaware limited partnershipBy BF VAMF III GP LLC  
a Delaware limited liability company,  
Its General Partner,By: Bryan Condie

Typed or Printed Name

Title: Vice President

(SEAL)

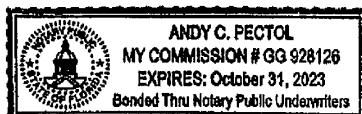
  
Jameson Condie

Print Name

  
Brent LeBlancBrent LeBlanc  
Print NameSTATE OF FLORIDA  
COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 2<sup>nd</sup> day of November, 2020, by  
Bryan Condie as  
Vice President of BF VAMF III GP LLC, General Partner of FAIRFIELD POMPANO, LP, a Delaware Limited Partnership, on behalf of the partnership.  
(He/she is personally known to me or who has produced \_\_\_\_\_  
 (type of identification) as identification.

NOTARY'S SEAL:



NOTARY PUBLIC

  
Andy C. Pectol

(Name of Acknowledger Typed, Printed or Stamped)

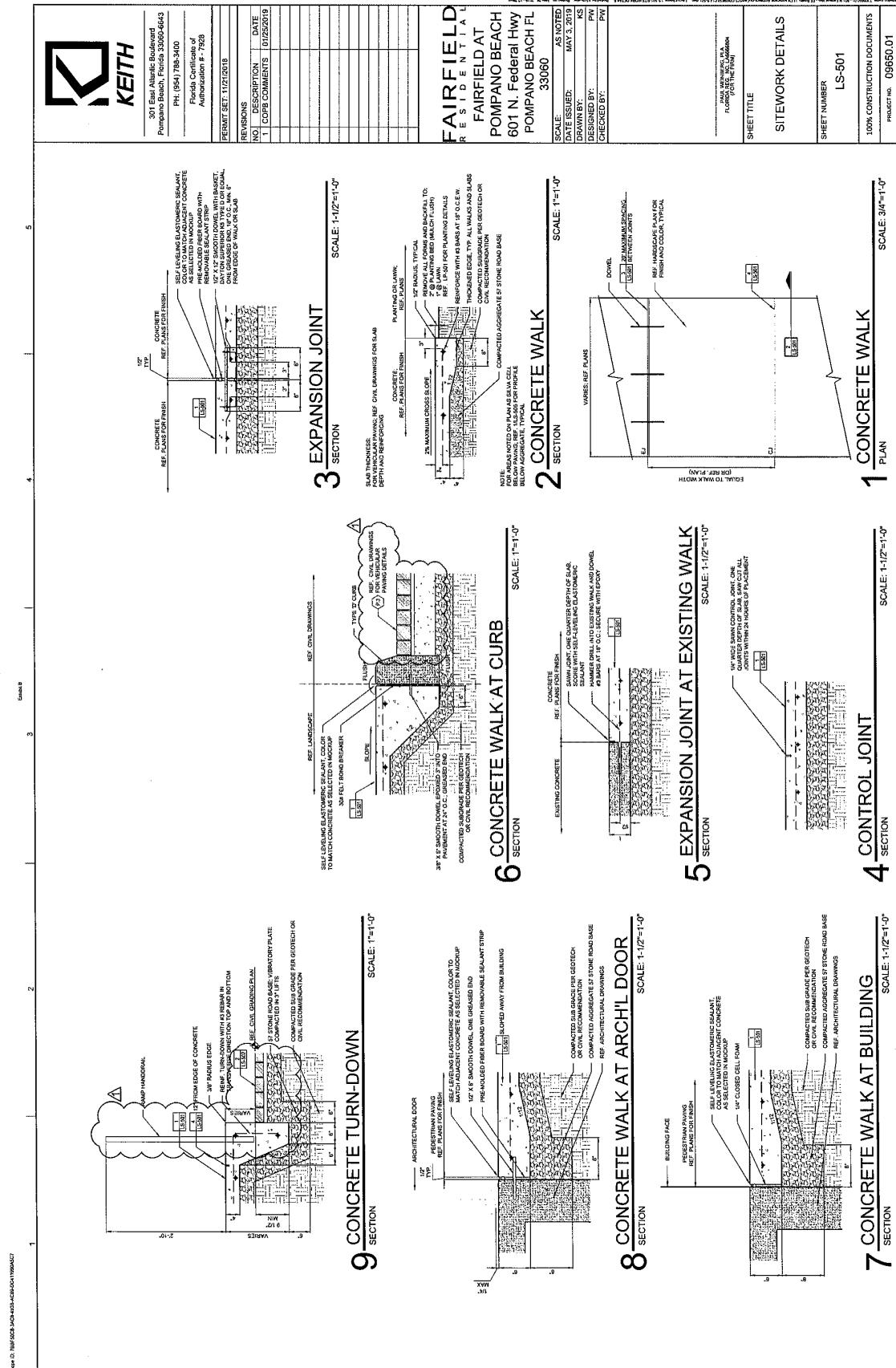
  
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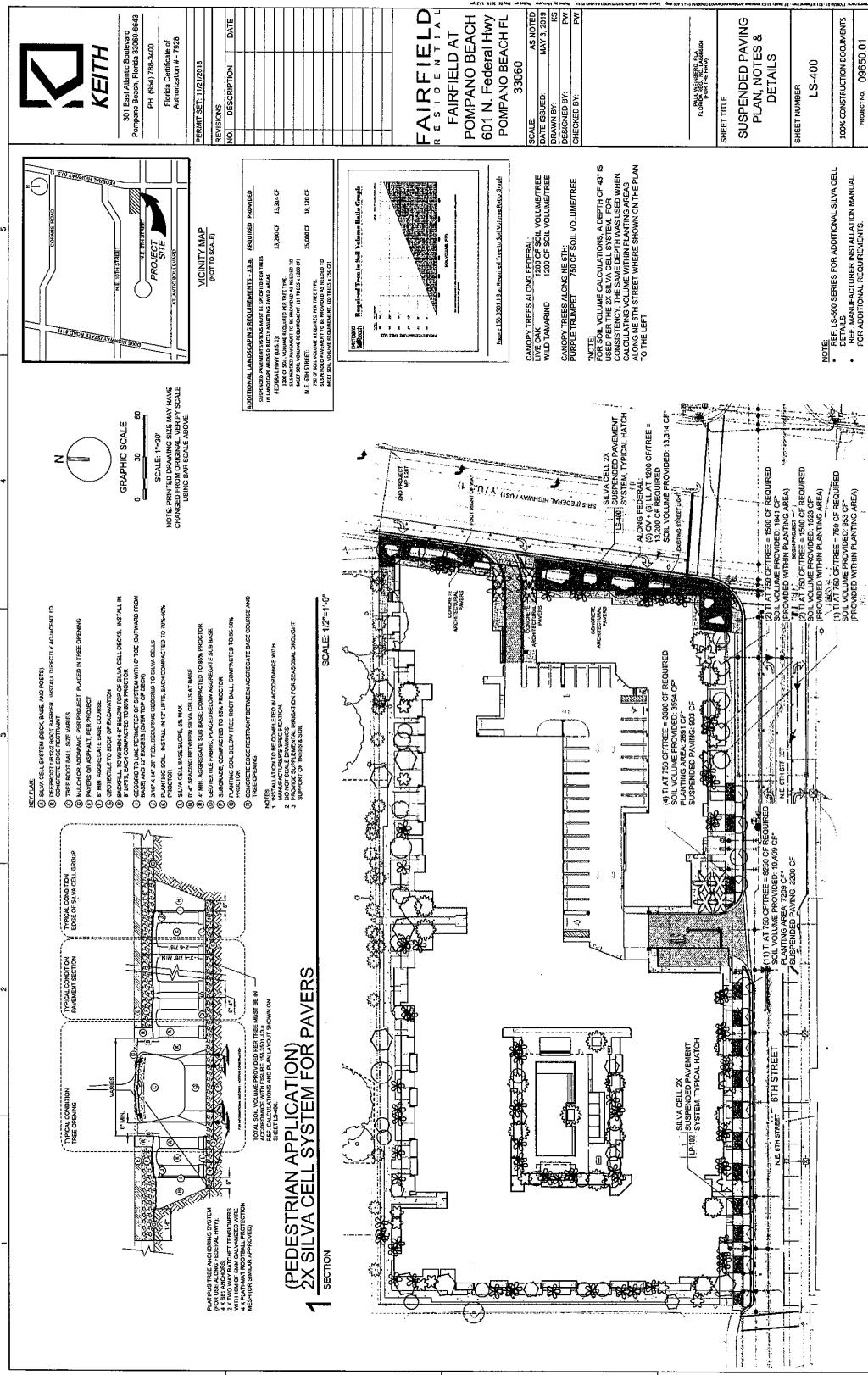
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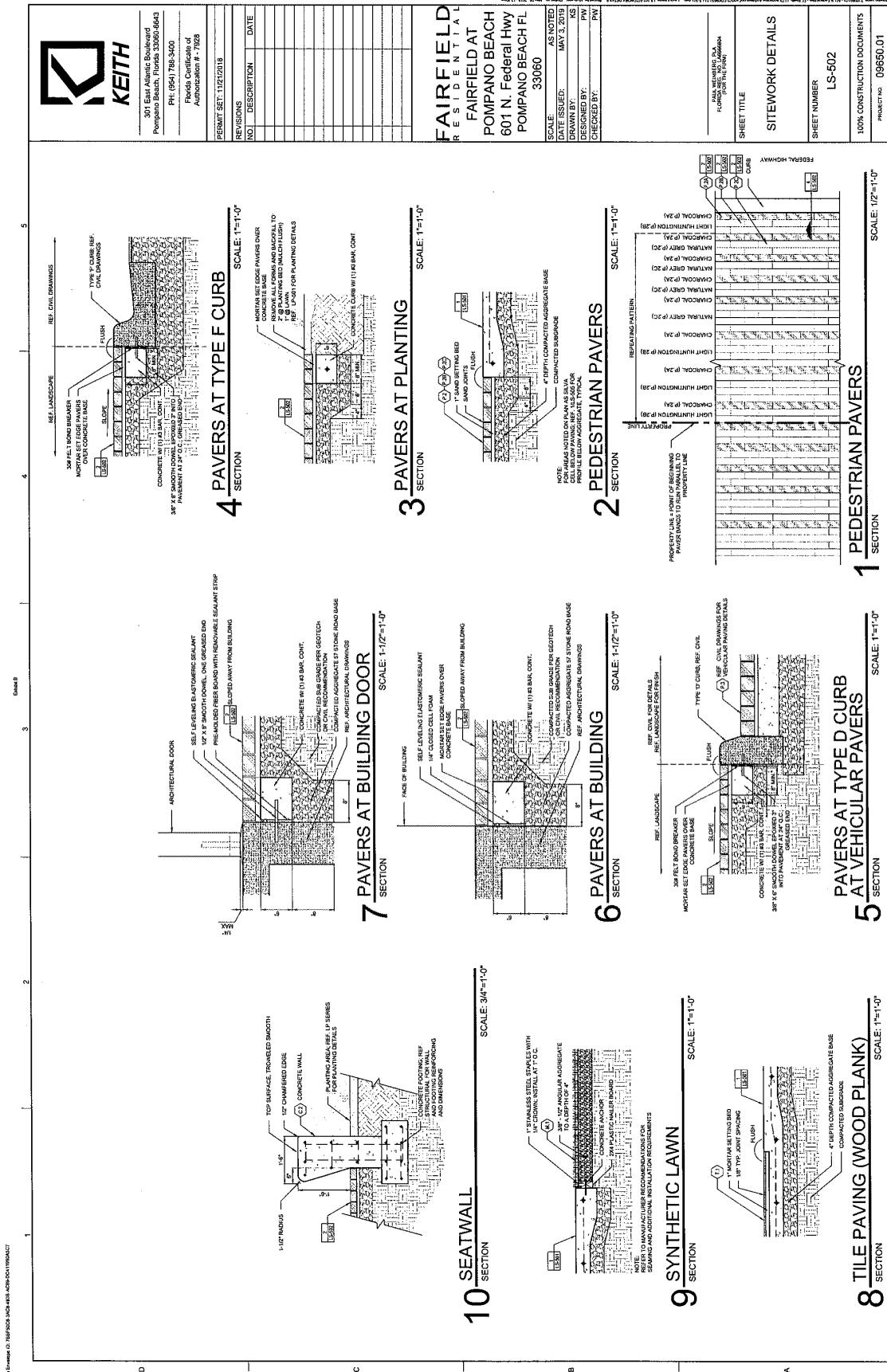
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Revocable License Agreement Between City of Pompano Beach and Fairfield Pompano LP  
Page 12 of 12



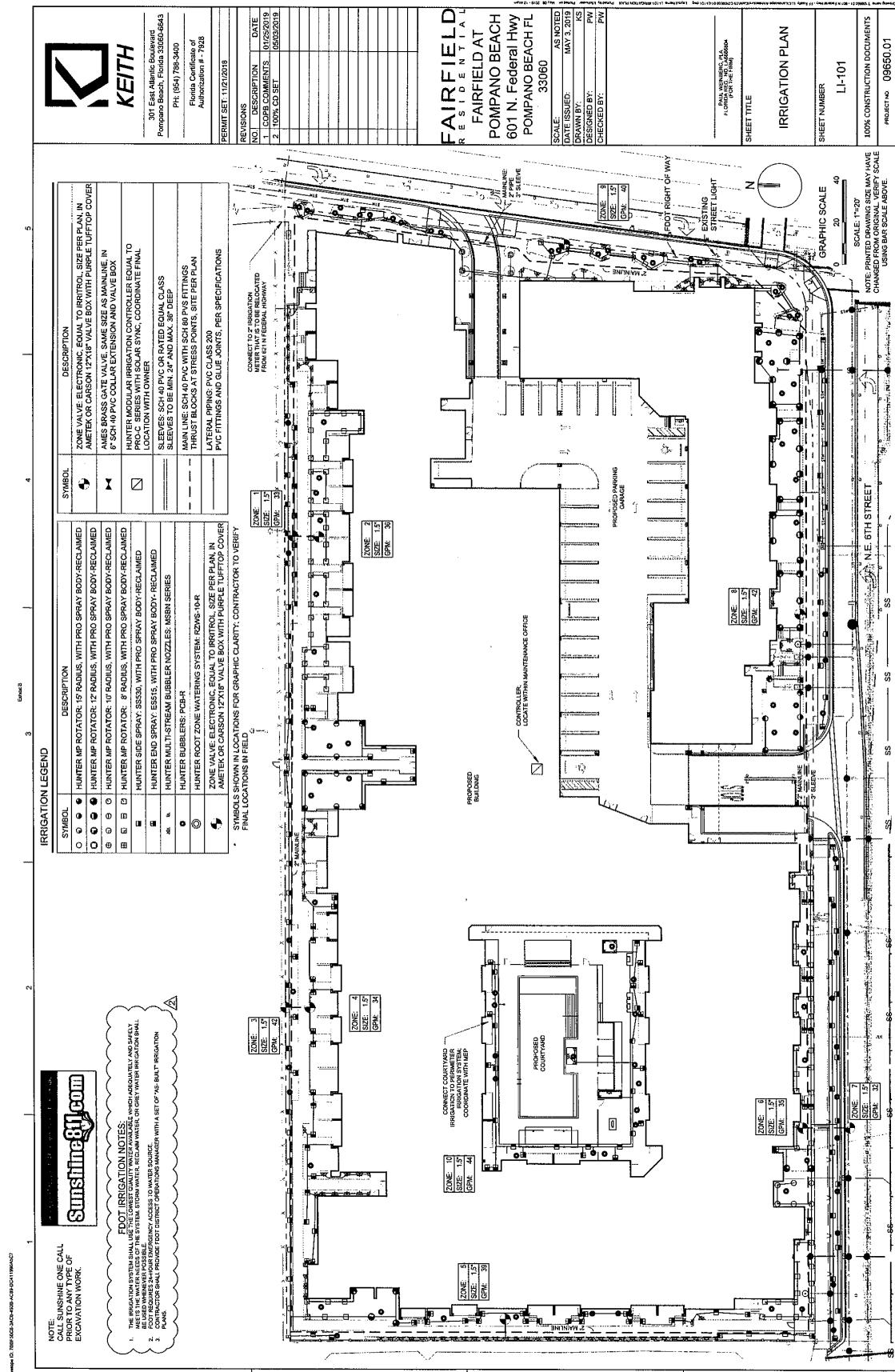






<p><b>KEITH</b></p> <p>GENERAL SPECIFICATIONS:      1. INSTALLATION, ASSEMBLY, AND USE OF TRENCH DRAINS SHALL BE COMPUTED BY A TRAINED AND CERTIFIED CHAMBERLAIN PAVING INC. APPENDIX FOR      INDUSTRIAL, COMMERCIAL, AND RESIDENTIAL USE.      2. Holes or voids shall be filled with aggregate. If system should be cleaned and repaired with aggregate.      3. Excavate the holes to receive the system and lightly compact. For vinyl tree installations, backfill with 1:7:20      soil mix.      4. Excavate to the required depth and backfill with 1:7:20 soil mix.      5. Position 3' of trench and backfill to the required depth.      6. At the base of the trench, place a loose aggregate layer along the base of the trench.      7. Next place the Silva Cell® in the trench. The Silva Cells® should be spaced evenly.      8. Backfill the trench around the Silva Cells®.      9. Place a coarse aggregate layer above the Silva Cells®.      10. Next place the asphalt or pervious concrete.      11. Once the paving is completed, backfill the Silva Cells® with soil or aggregate.      12. Install a drainage system at the base of the Silva Cells®.</p> <p>ITEM NO. 3 SILVA CELL AT TRENCH DRAIN</p>	<p>REVISIONS: NO DATE: DESCRIPTION: NO. DATE: REVISIONS: NO. DATE:</p> <p>FEB 21, 2018 FEB 21, 2018</p> <p>FAIRFIELD RESIDENTIAL FARFIELD AT POMPANO BEACH 601 N. Federal Hwy POMPANO BEACH FL 33060</p> <p>AS ISSUED: MAY 2019 DRAWN BY: KB DESIGNED BY: PW CHECKED BY: PW</p> <p><b>ITEM NO. 2 SILVA CELL AT TRENCH DRAIN</b></p>
<p><b>ITEM NO. 4 ADDAPAVE AT TREE WELL</b></p>	<p>GENERAL SPECIFICATIONS:      1. INSTALLATION, ASSEMBLY, AND USE OF TRENCH DRAINS SHALL BE COMPUTED BY A TRAINED AND CERTIFIED CHAMBERLAIN PAVING INC. APPENDIX FOR      INDUSTRIAL, COMMERCIAL, AND RESIDENTIAL USE.      2. Holes or voids shall be filled with aggregate. If system should be cleaned and repaired with aggregate.      3. Excavate the holes to receive the system and lightly compact. For vinyl tree installations, backfill with 1:7:20      soil mix.      4. Excavate to the required depth and backfill with 1:7:20 soil mix.      5. Position 3' of trench and backfill to the required depth.      6. At the base of the trench, place a loose aggregate layer along the base of the trench.      7. Next place the Silva Cell® in the trench. The Silva Cells® should be spaced evenly.      8. Backfill the trench around the Silva Cells®.      9. Place a coarse aggregate layer above the Silva Cells®.      10. Next place the asphalt or pervious concrete.      11. Once the paving is completed, backfill the Silva Cells® with soil or aggregate.      12. Install a drainage system at the base of the Silva Cells®.</p> <p>ITEM NO. 1 2X SILVA CELL SYSTEM FOR PAVERS (PEDESTRIAN APPLICATION)</p>





Og 2

SECTION NO(S): 86070000  
 S.R. NO.(S): 5  
 COUNTY: Broward  
 PERMIT NO.: 19-L-491-00001

**DISTRICT FOUR (4) AMENDMENT NUMBER SEVENTEEN (17) TO STATE  
 OF FLORIDA DEPARTMENT OF TRANSPORTATION INCLUSIVE LANDSCAPE  
 MAINTENANCE MEMORANDUM OF AGREEMENT**

This is Amendment Number Seventeen (17) to the Agreement dated December 5, 2007, made and entered into this 21st day of May, 2019 by and between the State of Florida Department of Transportation hereinafter called the "DEPARTMENT" and the CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, hereinafter called the "AGENCY".

WHEREAS, the parties entered into the Inclusive Landscape Maintenance Memorandum of Agreement dated December 5, 2007 for the purpose of maintaining the landscape improvements by the AGENCY on various State Road(s) including State Road 5 (US 1); and

WHEREAS, the DEPARTMENT and the AGENCY have agreed to add additional landscape improvements to be installed on State Road 5 (US 1) in accordance with the above referenced Agreement;

NOW THEREFORE, for and in consideration of mutual benefits that flow each to the other, the parties covenant and agree as follows:

1. Pursuant to paragraph 1, page 1 of the Amendment Number Six (6) Landscape Inclusive Maintenance Memorandum of Agreement dated August 9, 2013, the DEPARTMENT will allow an adjacent property owner to construct additional landscape improvements or to modify and improvement located as indicated in Exhibit "A", State Road 5 (US 1) from M.P. 9.153 to M.P. 9.207, in accordance with the plans attached as Exhibit "B".
2. The AGENCY shall agree to maintain the additional landscape improvements in the Agreement described above according to Exhibit "F" Maintenance Plan, of the original agreement, and as follows:
  - II. Basic maintenance for this area outside of the guidelines provided above, is to prune the groundcover to maintain a natural habit with full foliage, while trimming lateral branching as required to prevent foliage from growing beyond the limits of planting area onto the hardscape / pedestrian zone.

Except as modified by this Amendment, all terms and conditions of the AGREEMENT shall remain in full force and effect.

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Exhibit C

**LIST OF EXHIBITS**

Exhibit A - Landscape Improvements Maintenance Boundaries  
Exhibit B - Landscape Improvement Plan

In Witness whereof, the parties hereto have executed with this Amendment effective the 21st day May year written and approved.

CITY OF POMPANO BEACH

By: SEE CITY SIGNATURE PAGE ATTACHED  
Chairperson/Mayor/Manager

Attest: \_\_\_\_\_ (SEAL)  
Clerk

Legal Review Date

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

By: Sophie Ophelle  
Transportation Development Director

Attest: Sophie Ophelle (SEAL)  
Executive Secretary

Legal Review Date

David Rademack 5/20/2019  
Office of the General Counsel

**"CITY":**

Witnesses:

**CITY OF POMPANO BEACH**

Gaudra M. Yerway

By: X  
REX HARDIN, MAYOR

Bethany R. Bartholomew

By: S. Harrison  
GREGORY P. HARRISON, CITY MANAGER

Attest:

Asceleta Hammond  
ASCELETA HAMMOND, CITY CLERK

(SEAL)

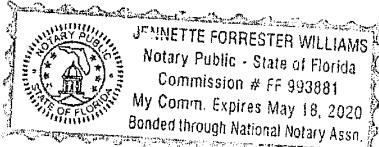
Approved As To Form:

Mark E. Berman (for)  
MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 25 day of April, 2019 by **REX HARDIN** as Mayor, **GREGORY P. HARRISON** as City Manager and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:



Jennette Forrester Williams  
NOTARY PUBLIC, STATE OF FLORIDA

Jennette Forrester Williams  
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

DocuSign Envelope ID: 7BBF50C8-3AC8-493B-AC89-DC411990A5C7

Exhibit C

**SECTION NO(S): 86070000  
S.R. NO.(S): 5  
COUNTY: Broward  
PERMIT NO.: 19-L-491-00001**

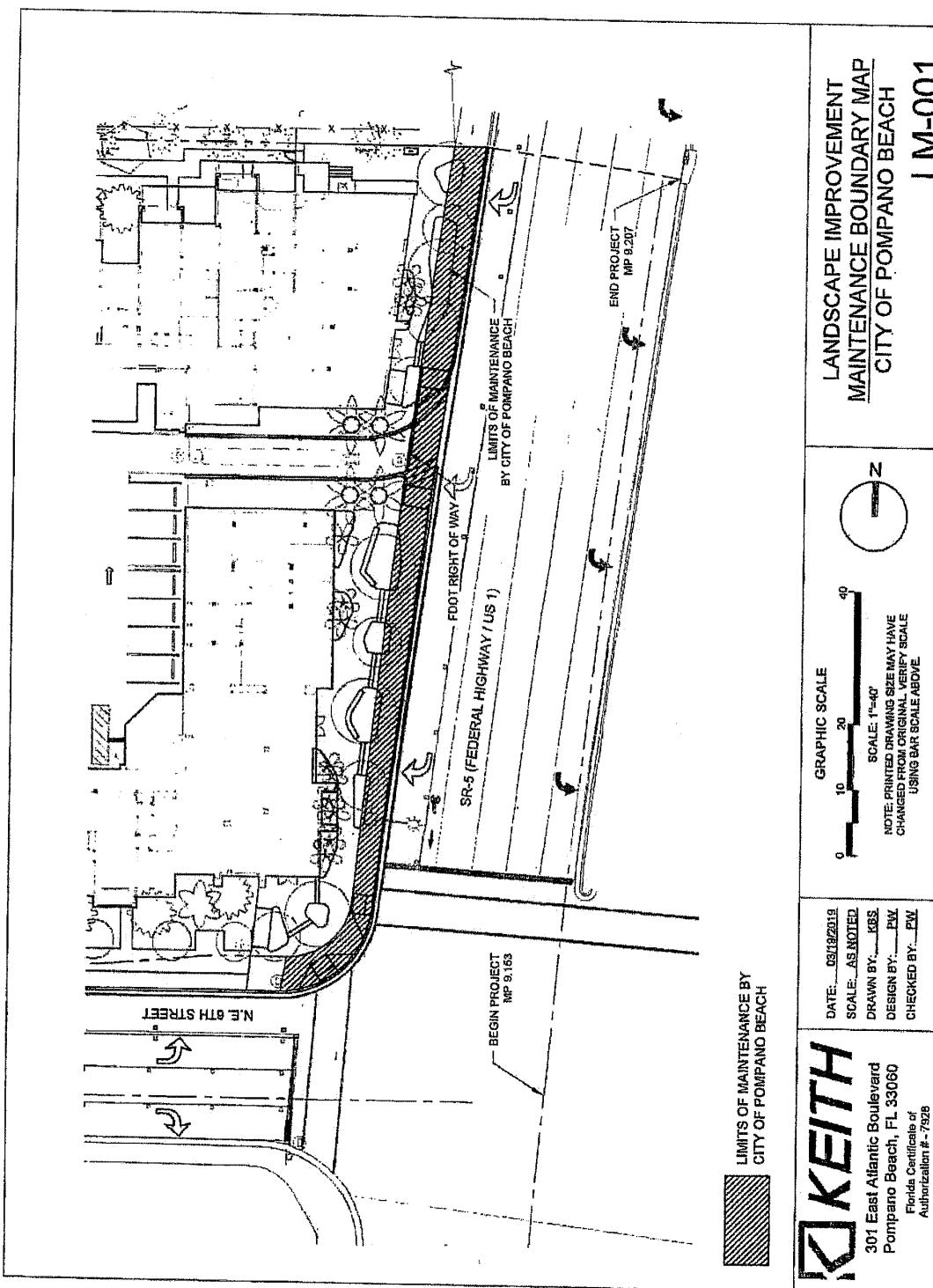
**EXHIBIT A**

**LANDSCAPE IMPROVEMENTS  
MAINTENANCE BOUNDARIES**

- I. PERMIT PROJECT LANDSCAPE IMPROVEMENTS MAINTENANCE LIMITS:  
State Road 5 (US 1) from M.P. 9.953 to M.P. 9.207
- II. INCLUSIVE LANDSCAPE MAINTENANCE AGREEMENT LIMITS FOR STATE ROAD 5 (US 1):  
State Road 5 (US 1) from M.P. 7.262 (south of McNab Road) to M.P. 10,825 (north of N.E. 24<sup>th</sup> Street)
- III. LANDSCAPE IMPROVEMENTS MAINTENANCE BOUNDARY LIMITS MAP:

*Please See Attached*

## Exhibit C



FDOT LANDSCAPE PERMIT NO. 2019-L-491-00001

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Exhibit C

**SECTION NO(S): 86070000  
S.R. NO.(S): 5  
COUNTY: Broward  
PERMIT NO.: 19-L-491-00001**

**EXHIBIT B**

**LANDSCAPE IMPROVEMENT PLANS**

The AGENCY agrees to install the landscape improvements in accordance with the plans and specifications attached hereto and incorporated herein.

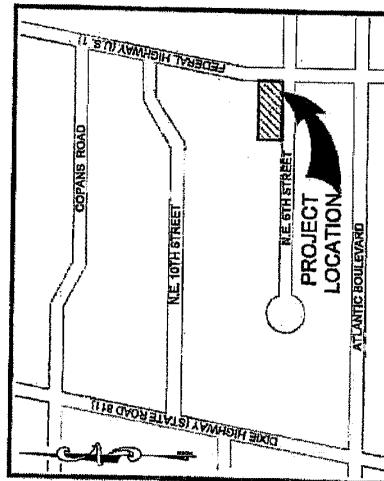
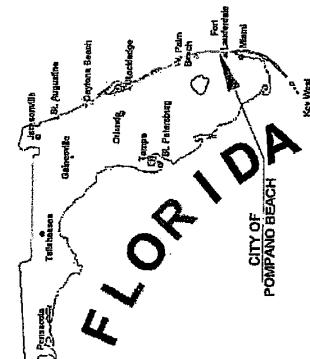
Please see attached plans prepared by:  
KEITH  
Paul Weinberg, PLA  
Date: March 5, 2019

## Exhibit C

B.C. HCED REF # 180913051

**FOR PERMIT  
FOR  
FAIRFIELD AT POMPANO BEACH**

601 NORTH FEDERAL HIGHWAY  
CITY OF POMPANO BEACH,  
BROWARD COUNTY, FLORIDA



INDEX OF SHEETS	
Sheet Identification	Sheet Title
D-200	COVER
D-101	THESE DRAWINGS PLAN
L-101A	THEIR EXPERTISE REFERENCED PLAN
L-101B	THEIR DRAWINGS PLAN
L-102	MATERIALS & SCHEDULE
L-103	INTERVIEW PLAN
L-104	INTERVIEW PLAN ENLARGEMENT
L-105	SUPPLEMENTARY DRAWING PLAN
L-106	STEWART DETAILS
L-107	STEWART CUT SHEET
L-108	PLANNING DRAWINGS
L-109	POST CLEAR BIST LINE EXPAN
D-201 TO D-203	DRAWINGS PLAN (BUREAU REPORT)
L-111	INTERVIEW PLAN
L-112	INTERVIEW NOTES & DETAILS

- FOOT SPECIFICATIONS AND DESIGN STANDARDS INDEX.
- FOLLOWING STANDARD PLANS: FLORIDA DEPARTMENT OF TRANSPORTATION, JULY 2016 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2016 EDITION, BY FLORIDA DEPARTMENT OF TRANSPORTATION, JULY 2016 STANDARD SPECIFICATIONS FOR LAND DEVELOPMENT, 2016 EDITION.

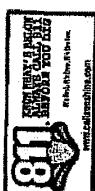
**LOCATION MAP**  
SECTION 26, TOWNSHIP 48 S, RANGE 42 E  
SCALE: 1" = 1/8000

FEMA FLOOD ZONE:  
THE PROPERTY IS LOCATED WITHIN A FLOOD ZONE X BELOW 100 YEAR FLOOD  
F.I.R.M. (FLM) (2011) CORGRAPH, BEARING A MAP EFFECTIVE DATE OF 09/10/2014.  
ALL ELEVATIONS SHOWN ON THESE PLANS  
ARE BASED ON NAVD 1888 DATUM

PERMITTING AGENCY	PERMIT NO.	EXPIRE DATE
CITY OF POMPANO BEACH	T-001	2021-06-01
BROWARD COUNTY CIVIL ENGINEERING	T-002	2021-06-01
BROWARD COUNTY HEAVY TRAFFIC	T-003	2021-06-01
BROWARD COUNTY PUBLIC WORKS	T-004	2021-06-01
FACILITY	T-005	2021-06-01
FOOT, RIGHT OF WAY ACCESS	T-006	2021-06-01
FOOT, DRINKING WATER	T-007	2021-06-01
SURFACE WATER MANAGEMENT LICENSE APPROVAL	T-008	2021-06-01
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (WWE)	T-009	2021-06-01
BROWARD COUNTY EARTH (SEWER)	T-0010	2021-06-01

**PREPARED FOR:**  
FAIRFIELD RESIDENCE, LP  
200 GALLERIA PARKWAY, SUITE 1560  
ATLANTA, GA, 30339

PROJECT No. 09860-01 JANUARY 2019  
FLAT LANDSCAPE PERMIT NO. 2018-L-001-00001



THESE PLANS MAY HAVE BEEN  
REDUCED IN SIZE BY REPRODUCTION  
THIS MUST BE CONSIDERED WHEN  
ON THE SITE.

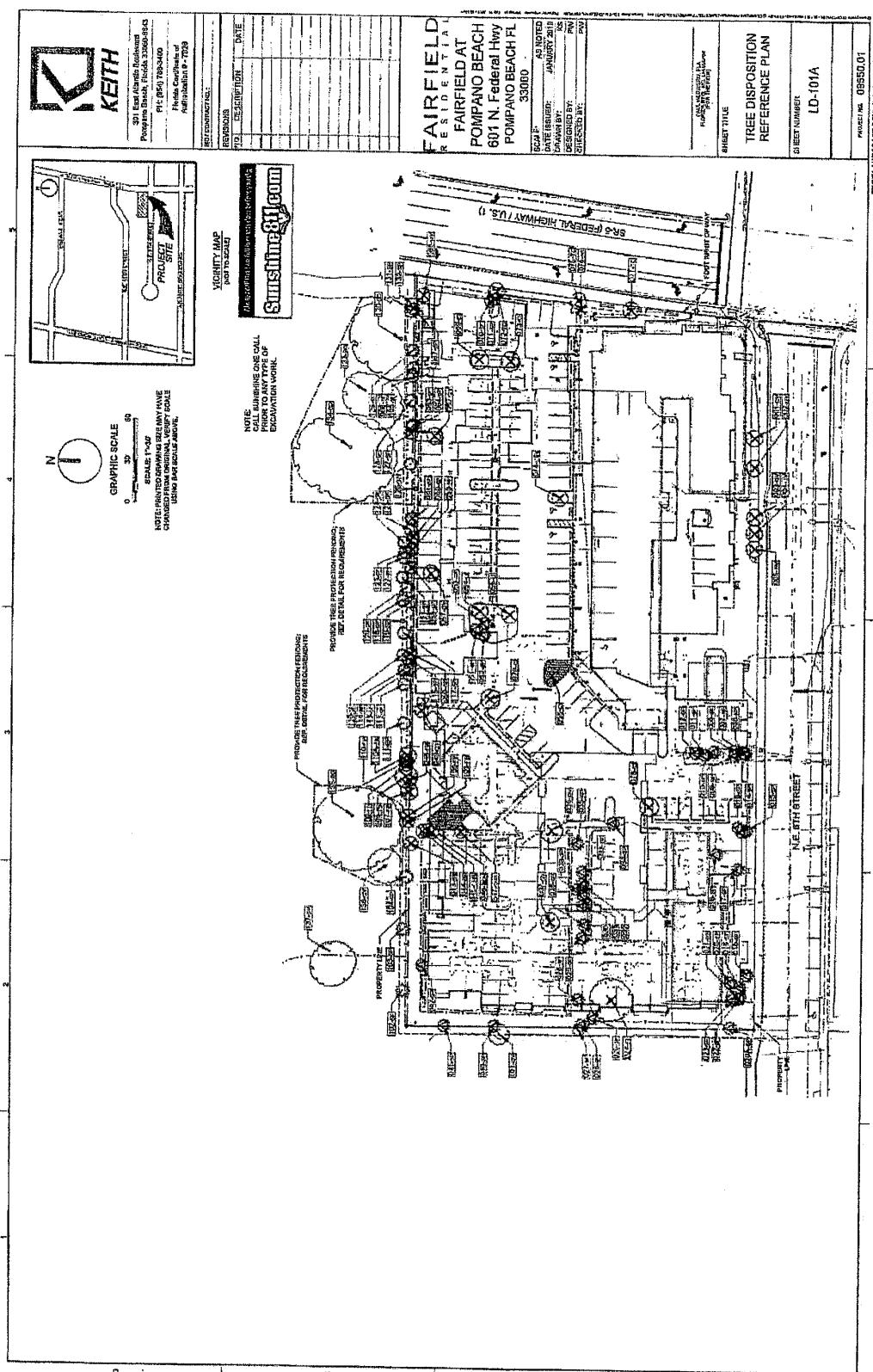


www.cafloridainc.com  
info@cafloridainc.com



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Exhibit C



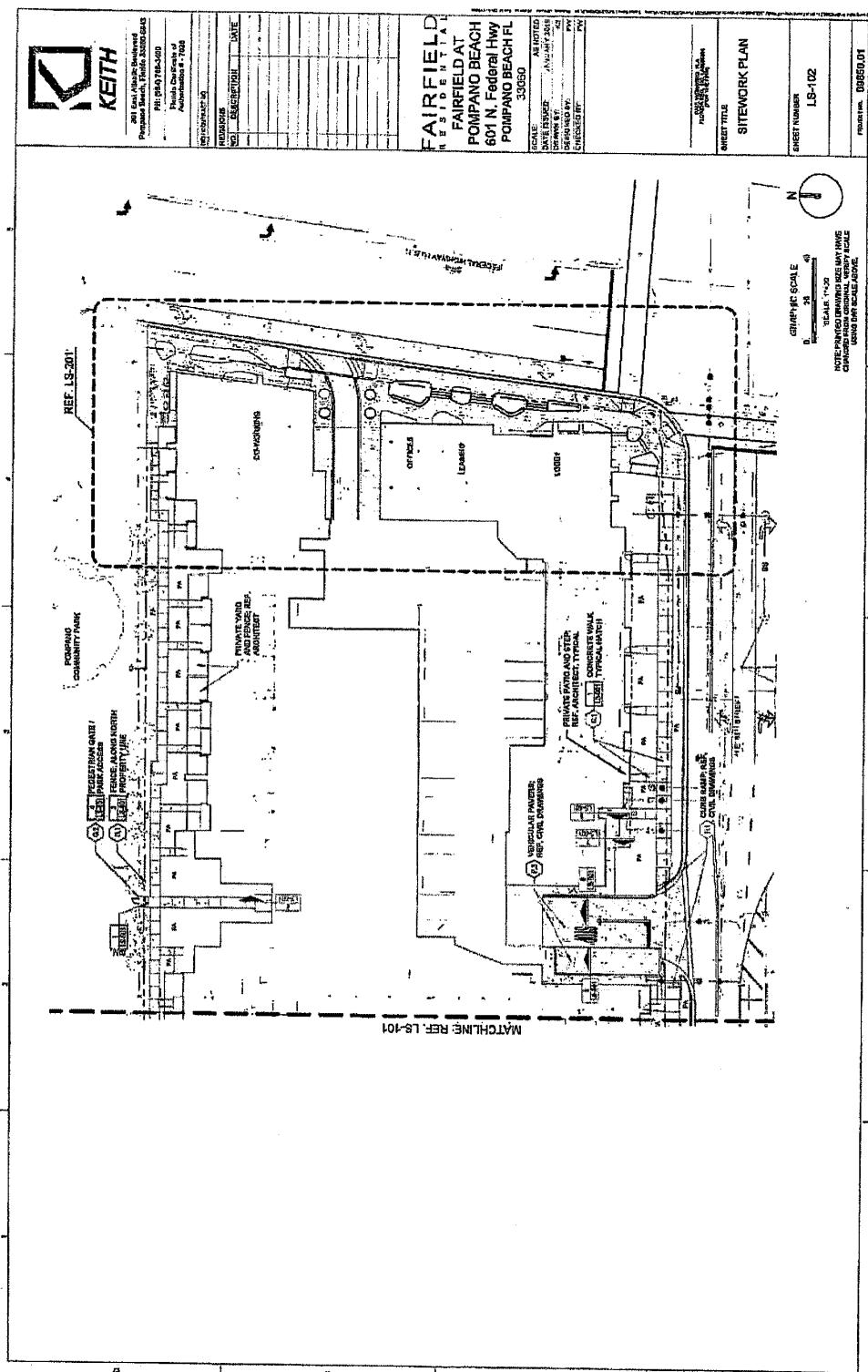
## Exhibit C

 <b>KEITH</b> 301 East Atlantic Boulevard Pompano Beach, Florida 33064-0445 PH: (866) 788-3400 Photo Certified Authorization #1723 email: steven.masluk@fws.gov		<b>FAIRFIELD</b> <i>Residence</i> <b>FAIRFIELD AT</b> <b>POMPANO BEACH</b> 601 N. Federal Hwy POMPANO BEACH, FL 33080	
STREET ADDRESS:	DATE:		
<b>TREE DISPOSITION TABLE</b> PROJECT NAME: FAIRFIELD AT POMPANO BEACH			
STREET ADDRESS:	DRAWN BY:		
ZIP CODE:	CHECKED BY:		
PHONE NUMBER:	DATE:		
OWNER'S NAME:	APPROVED:		
ATTORNEY'S NAME:			
MAILING ADDRESS:			
TELEPHONE NUMBER:			
EMAIL ADDRESS:			
ALL INFORMATION CONTAINED IN THIS DOCUMENT IS UNCLASSIFIED			
<b>ADMINISTRATOR LOGGED</b> <b>PCAY</b> <input type="checkbox"/> <b>BENEFIT STAFF</b> <input type="checkbox"/> <b>ROHN</b> <input type="checkbox"/> <b>BOCCABIA</b> <input type="checkbox"/> <b>WON</b> <input type="checkbox"/> <b>CONFIDENTIAL</b> <input type="checkbox"/> <b>SHAN</b> <input type="checkbox"/> <b>TEST</b> <input type="checkbox"/> <b>LS</b> <input type="checkbox"/> <b>TESTER</b> <input type="checkbox"/> <b>PCAY</b> <input type="checkbox"/> <b>TESTER</b> <input type="checkbox"/>			
<b>TREE DISPOSITION TABLE - FOR SITE USE ONLY</b> PROJECT NAME: FAIRFIELD AT POMPANO BEACH			
STREET ADDRESS:	DRAWN BY:		
ZIP CODE:	CHECKED BY:		
PHONE NUMBER:	DATE:		
OWNER'S NAME:	APPROVED:		
ATTORNEY'S NAME:			
MAILING ADDRESS:			
TELEPHONE NUMBER:			
EMAIL ADDRESS:			
ALL INFORMATION CONTAINED IN THIS DOCUMENT IS UNCLASSIFIED			
<b>SHEET TITLE:</b> <b>TREE DISPOSITION</b> <b>TABLE</b>			
<b>SHUTTLE NUMBER:</b> LD-102			
prepared by: 08950101 FORM NUMBER FER-01 REV 12/17/94 01-0009			



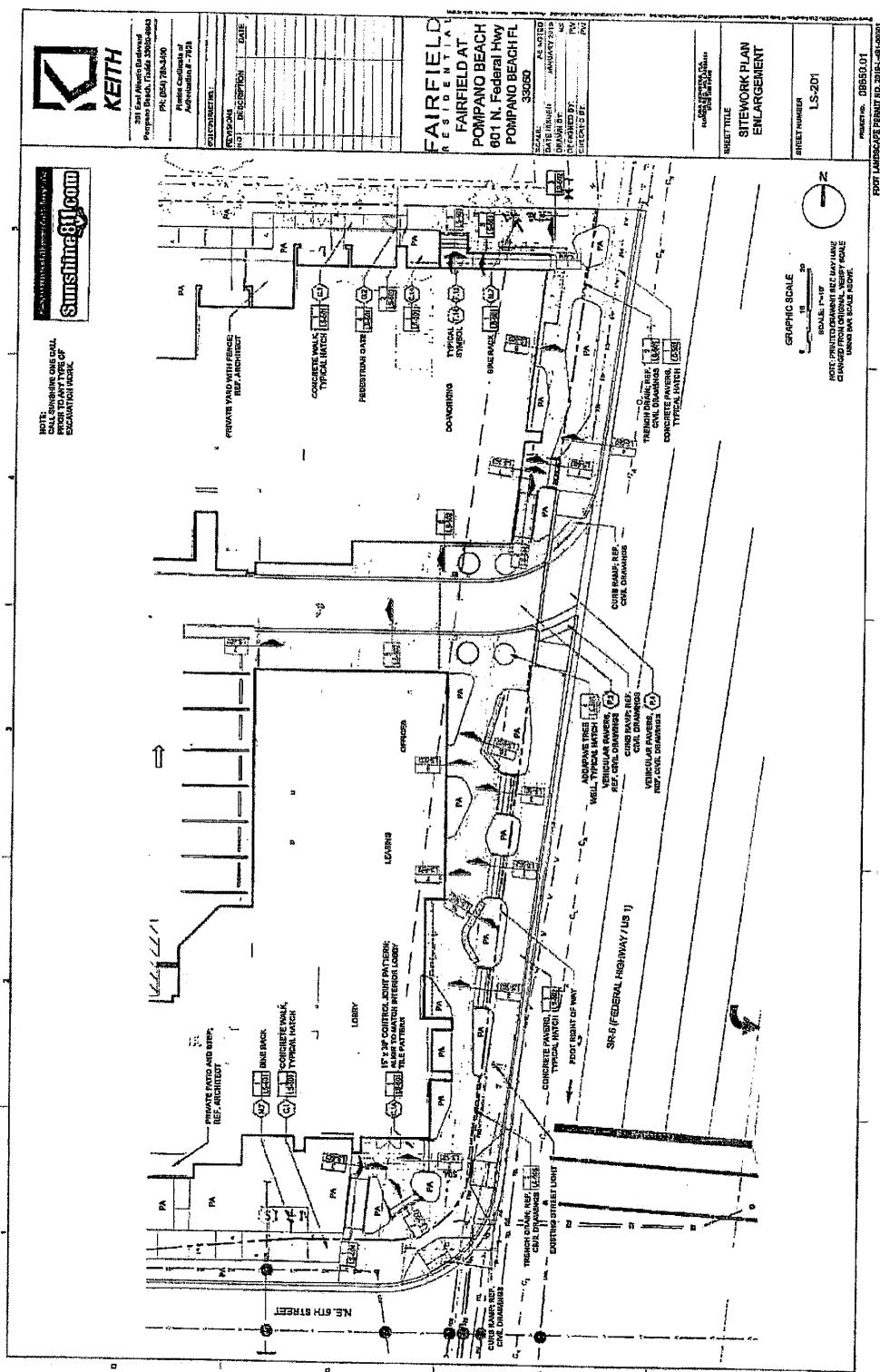
DocuSign Envelope ID: 7BBF50C8-3AC8-493B-AC89-DC411990A5C7

Exhibit C



DocuSign Envelope ID: 7BBF50C8-3AC8-493B-AC89-DC411990A5C7

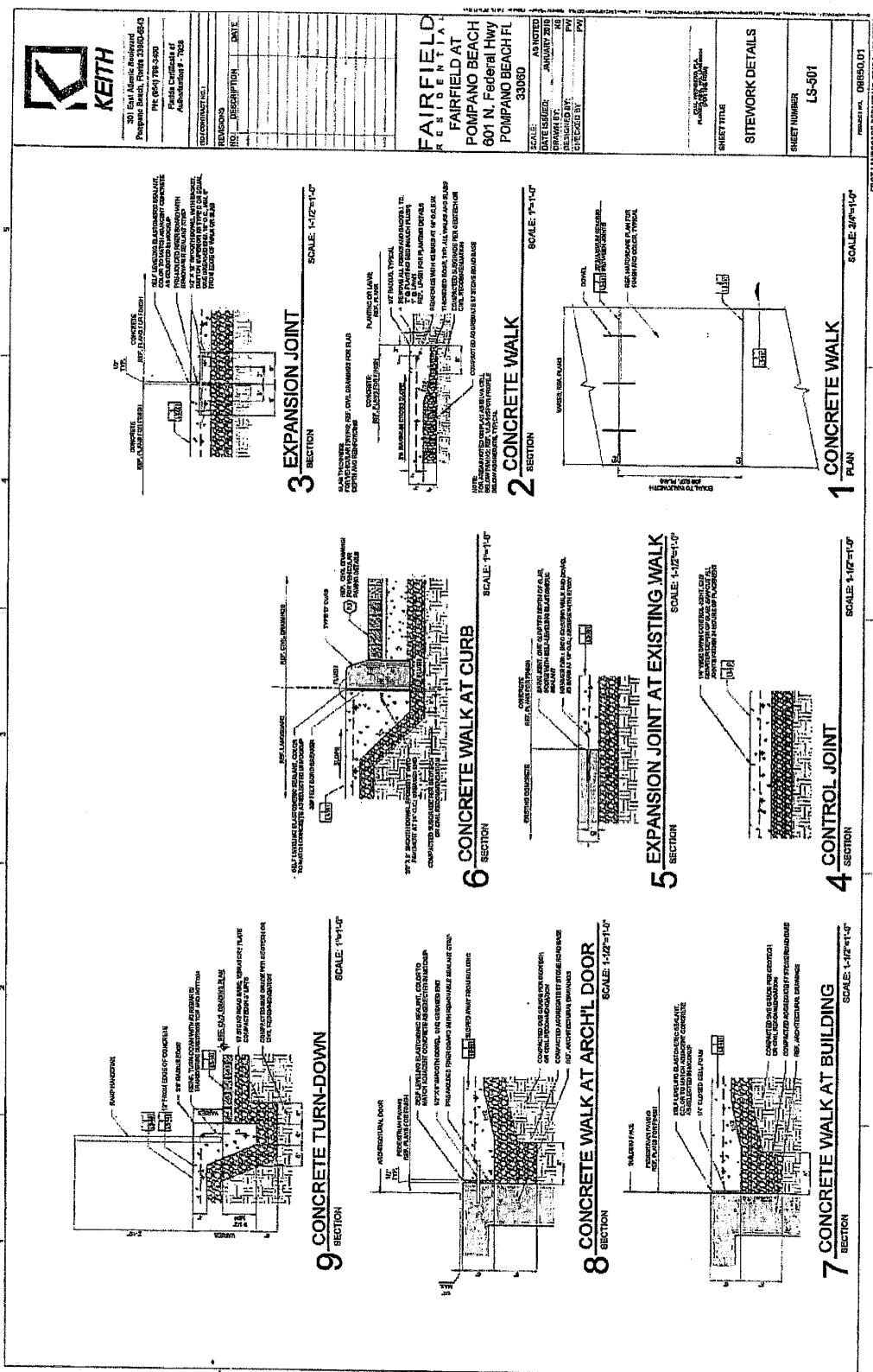
## Exhibit C



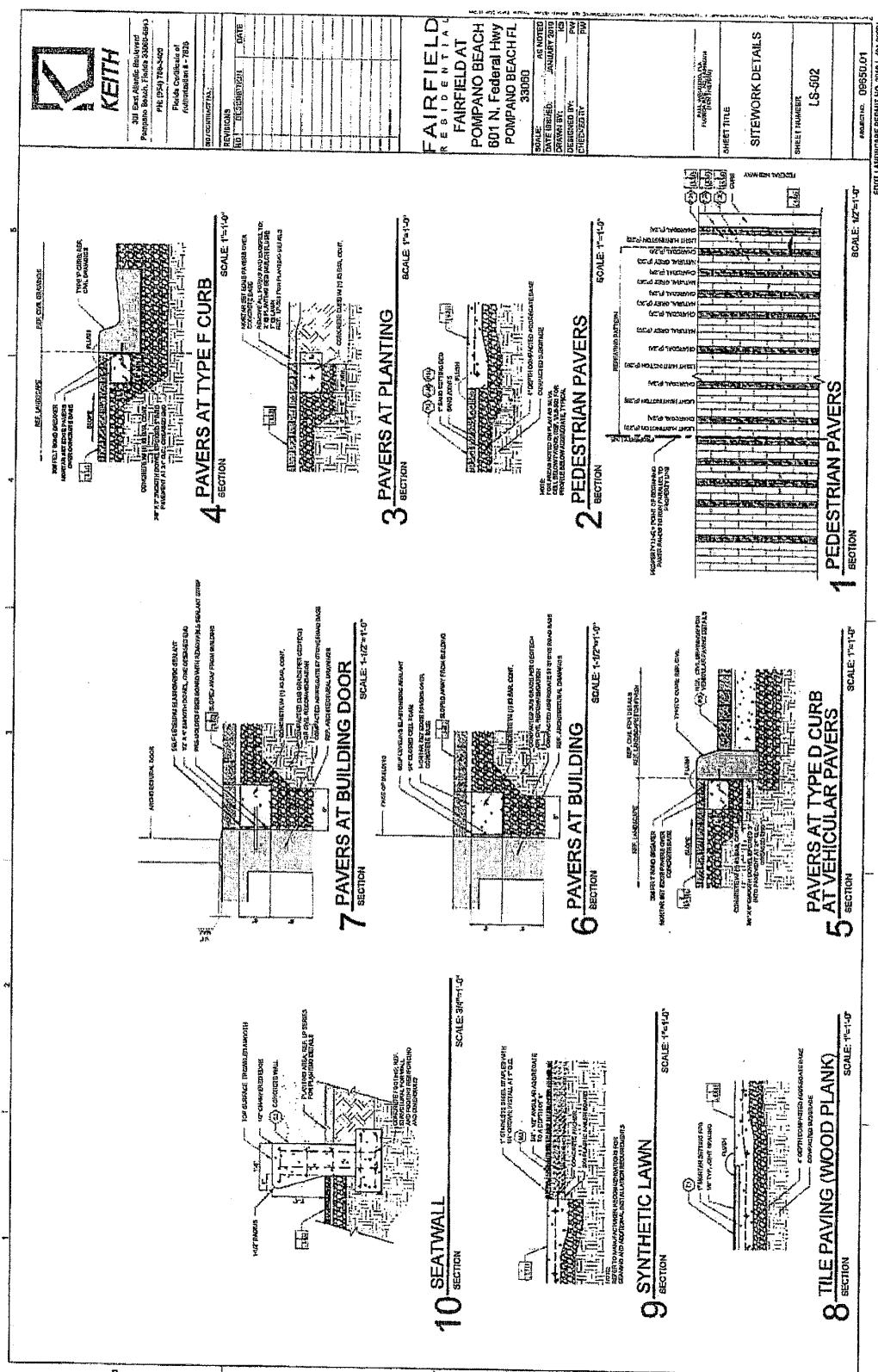


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## Exhibit C

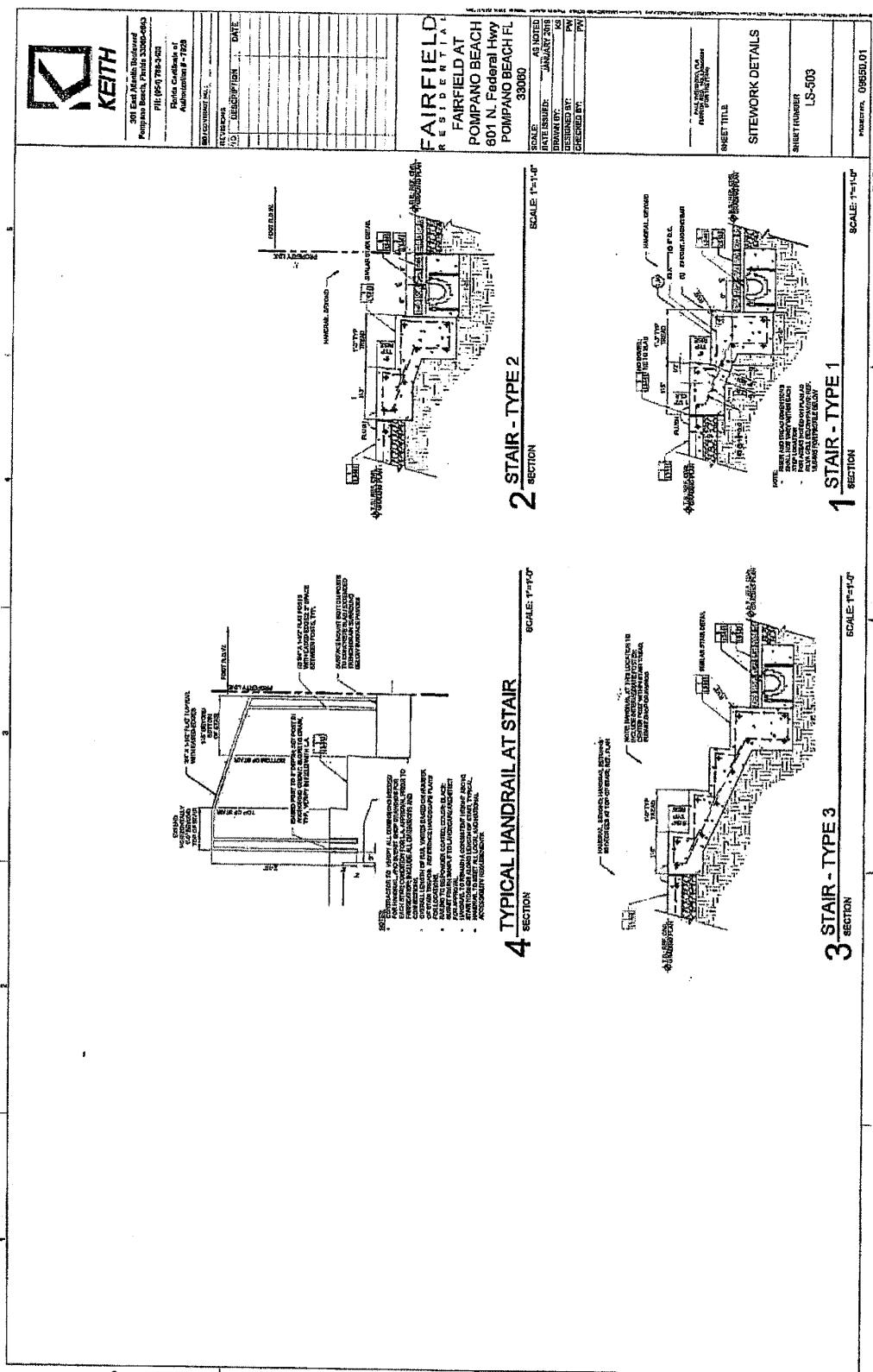


## Exhibit C

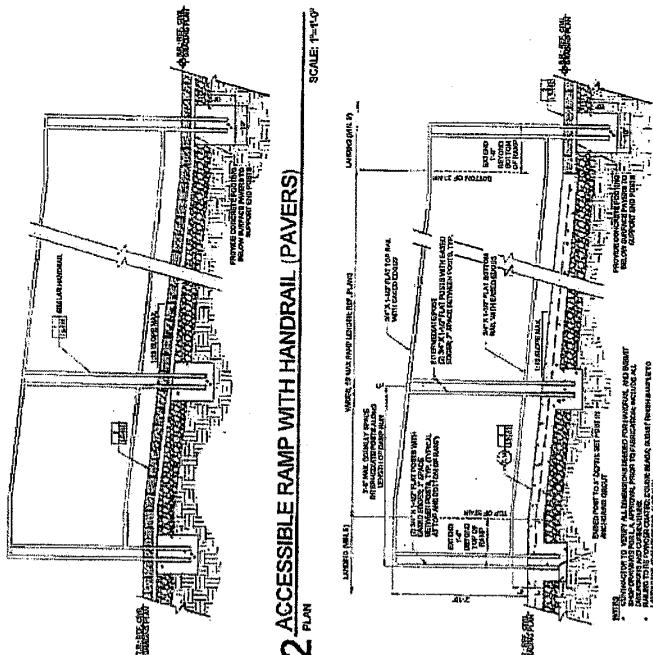


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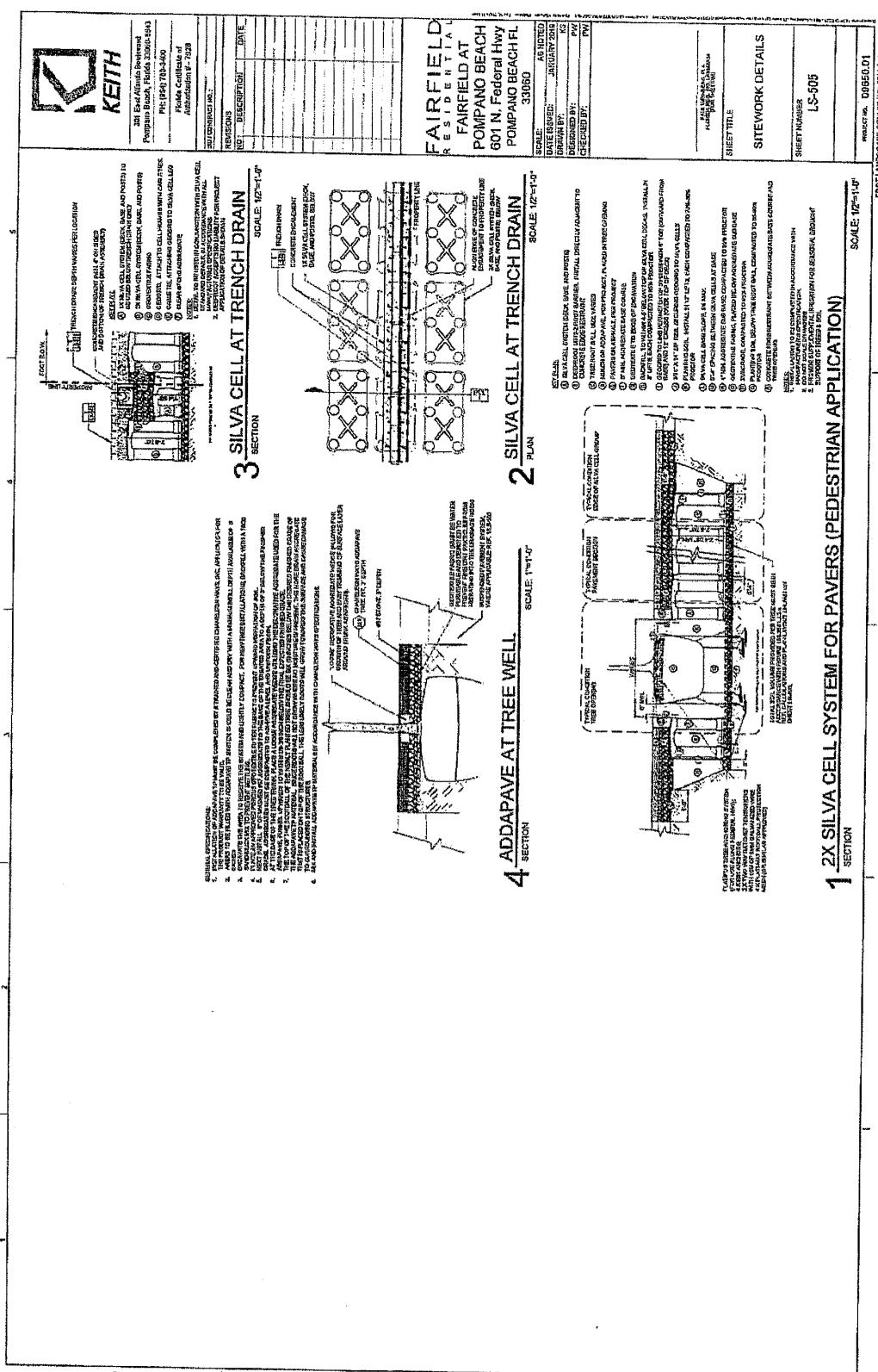
## Exhibit C



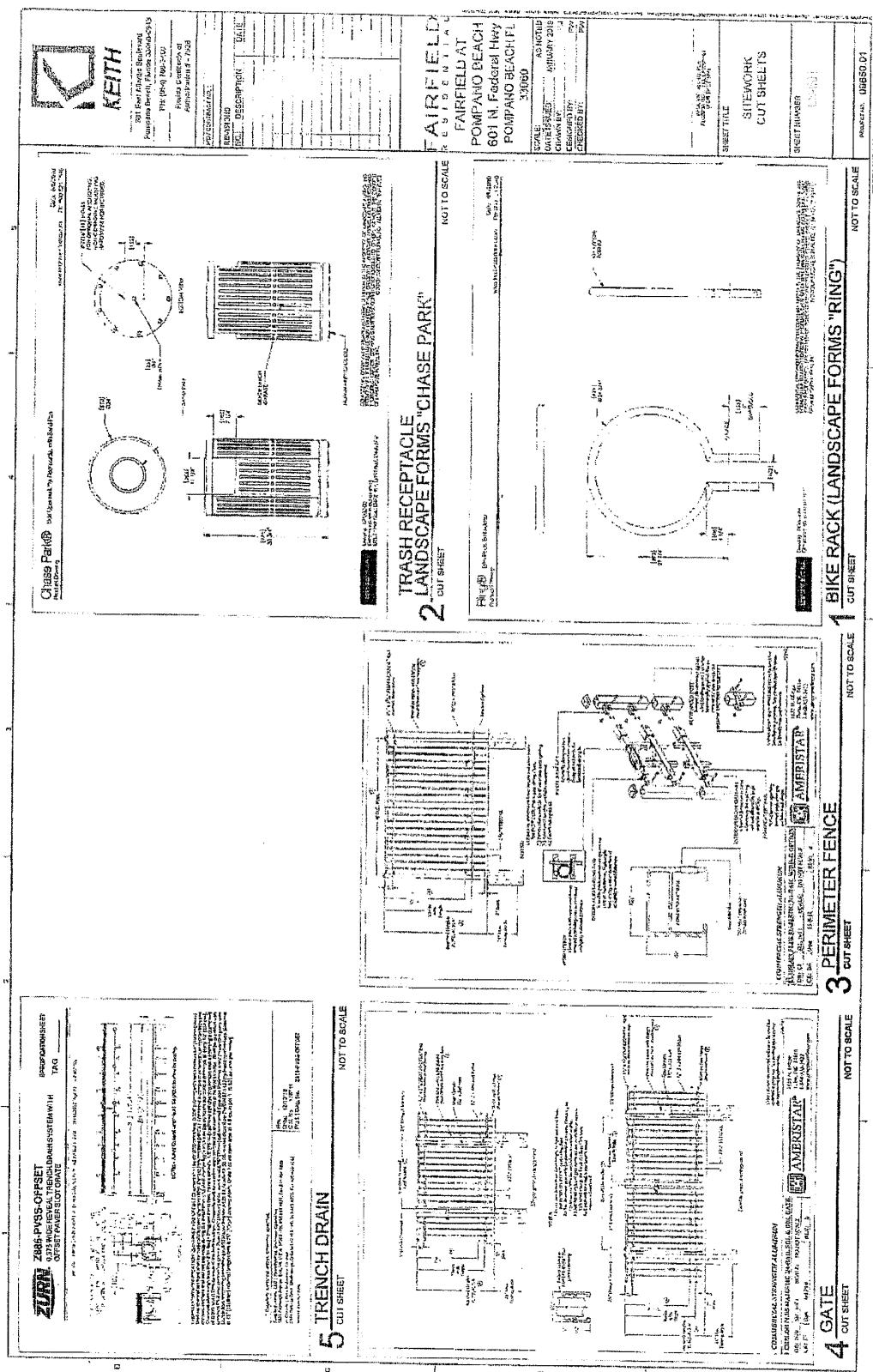
## Exhibit C

 <b>KEITH</b> Keith Construction Pavers & Masonry 801 N Federal Hwy Pompano Beach FL 33060 Ph (305) 738-5040 Project Director of Residential & Commercial Construction		<b>FAIRFIELD</b> <small>RESIDENTIAL</small> <b>FAIRFIELD AT</b> POMPANO BEACH 801 N. Federal Hwy POMPANO BEACH FL 33060	
<b>WORKSHEET NO.:</b> 101 <b>DESCRIPTION:</b> 101 Accessible Handrail Pavers		<b>DATE:</b> JANUARY 2016 <b>DESIGNER:</b> GENE <b>CHECKED BY:</b> JES	
<b>SHEET NUMBER:</b> LS-504		<b>SCALE:</b> 1"=1'-0" FLATHANDRAIL PERMIT NO. 2015-481-2000	
<b>2</b> <u>ACCESSIBLE RAMP WITH HANDRAIL (PAVERS)</u> <u>PLAN</u>		<b>1</b> <u>ACCESSIBLE RAMP WITH HANDRAIL (CONCRETE)</u> <u>PLAN</u>	
			

## Exhibit C



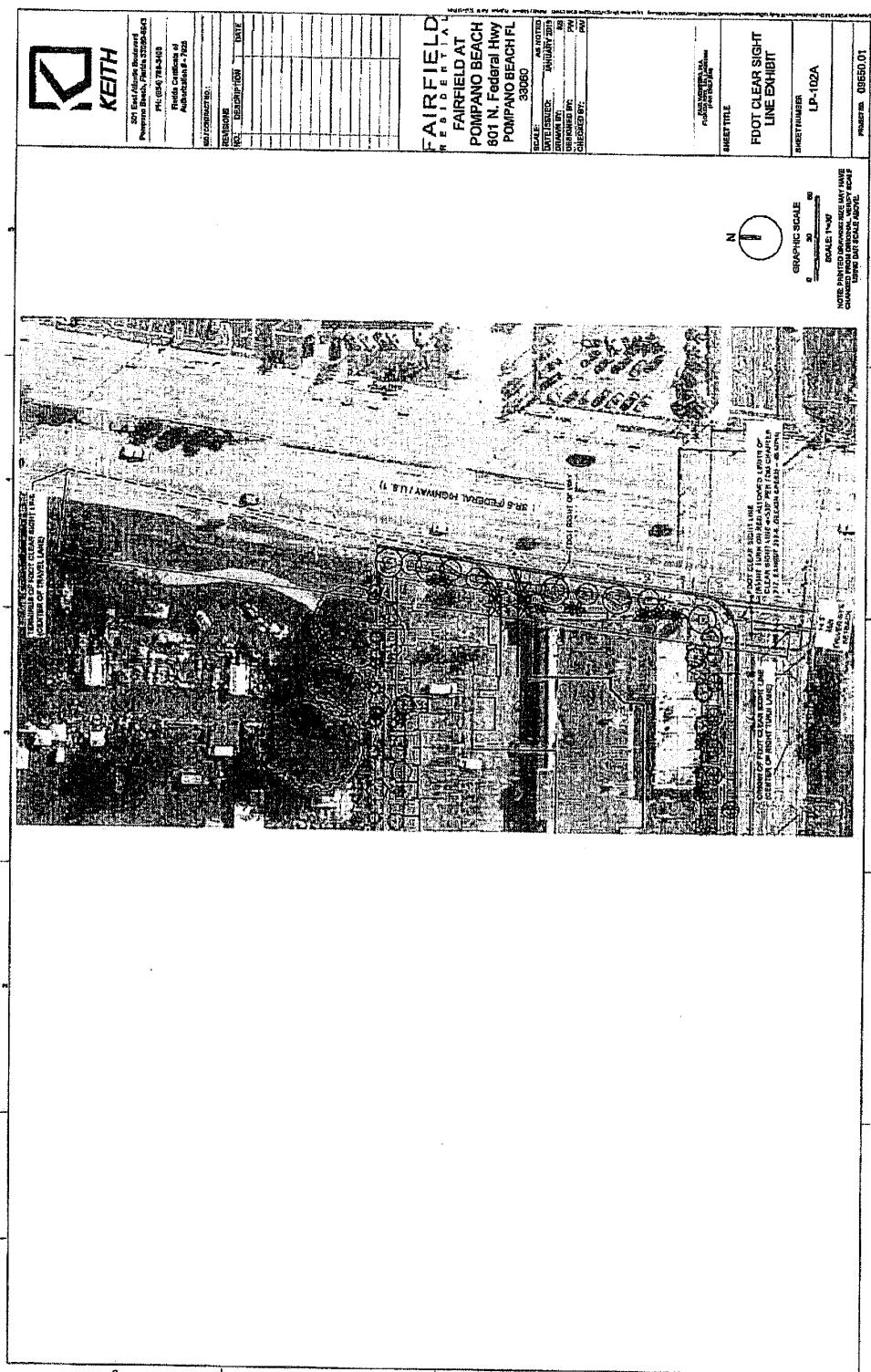
## Exhibit C





DocuSign Envelope ID: 7BBF50C8-3AC8-493B-AC89-DC411990A5C7

## Exhibit C













RESOLUTION NO. 2019- 149

**CITY OF POMPANO BEACH  
Broward County, Florida**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE FDOT DISTRICT FOUR (4) AMENDMENTS NUMBER SEVENTEEN (17) TO LANDSCAPE INCLUSIVE MAINTENANCE MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR ADDITIONAL LANDSCAPE IMPROVEMENTS ON STATE ROAD 5 (US 1) FROM MILE POST 9.153 TO MILE POST 9.207, RESPECTIVELY; PROVIDING AN EFFECTIVE DATE.

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That Amendment Number Seventeen (17) between the City of Pompano Beach and the State of Florida Department of Transportation, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

**SECTION 2.** That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and the State of Florida Department of Transportation.

**SECTION 3.** This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 23rd day of April, 2019.

  
REX HARDIN, MAYOR

ATTEST:

  
ASCELETA HAMMOND, CITY CLERK

MEB/jmm  
4/9/19  
Reso/2019-160

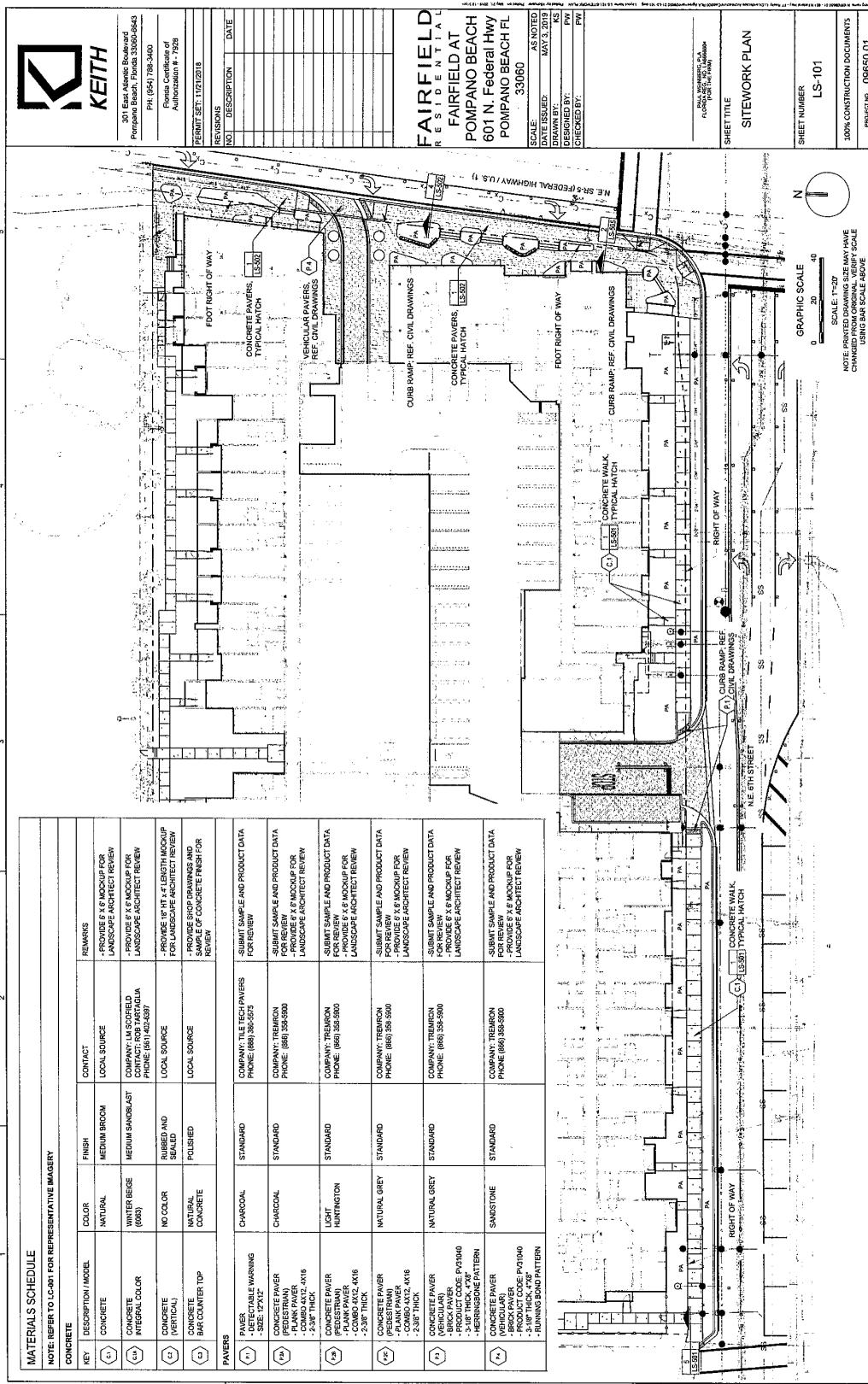


Exhibit E

DocuSign Envelope ID: 7BBF50C8-3AC8-493B-AC89-DC411990A5C7



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/1/2021
2/28/2020

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Lockton Insurance Brokers, LLC 19800 MacArthur Blvd., Suite 1250 CA License #0F15767 Irvine 92612 949-252-4400	<b>CONTACT NAME:</b> <b>PHONE (A/C No. Ext.):</b> <b>E-MAIL ADDRESS:</b> <b>FAX (A/C, No.):</b>
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A :</b> Tokio Marine Specialty Insurance Company <b>NAIC #</b> 23850	
<b>INSURER B :</b> Allied World Assurance Company (U.S.) Inc. <b>19489</b>	
<b>INSURER C :</b> Philadelphia Indemnity Insurance Co. <b>18058</b>	
<b>INSURER D :</b>	
<b>INSURER E :</b>	
<b>INSURER F :</b>	

**COVERAGES FAIRE01 CERTIFICATE NUMBER: 15646257 REVISION NUMBER: XXXXXXX**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR X SIR: \$25,000 X Host Liq. Liab. Incl GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY <input checked="" type="checkbox"/> PRO- JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	PPK1949390	3/1/2020	3/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ex occurrence) \$ 300,000 MED EXP (Any one person) \$ Not Applicable PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ See Below PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER:
C	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS Hired AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	PHPK2102937	3/1/2020	3/1/2021	COMBINED SINGLE LIMIT (Ex accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX OTHER:
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	N	0310-5813	3/1/2020	3/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 OTHER:
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE			PER STATUTE OTHER: E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
D	Excess Liability (2nd Layer)	N	N	CX00FQY20	3/1/2020	3/1/2021	\$15,000,000 XS \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Named Insured is continued to read: Fairfield Development L.P.; FF Properties L.P.; FF Realty III LLC; Fairfield Pompano LP. Re: Pompano Beach, 601 N. Federal Hwy., Pompano Beach, FL 33062. Certificate Holder is an Additional Insured to the extent provided by the policy language or endorsement issued or approved by the insurance carrier. Waiver of Subrogation applies per attached endorsement(s) or policy language. Referenced Excess or Umbrella Liability policy is follow form to all underlying policies as provided on the policy or endorsements.

**APPROVED** *C. Lawrence*  
By Cindy Lawrence at 4:52 pm, Nov 04, 2020

<b>CERTIFICATE HOLDER</b> 15646257 City of Pompano Beach P.O. Drawer 1300 Pompano Beach FL 33061	<b>CANCELLATION</b> See Attachments  <b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>
<b>AUTHORIZED REPRESENTATIVE</b> 	

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ACORD 25 (2016/03)

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**RESOLUTION NO. 2021- 21**

**CITY OF POMPANO BEACH  
Broward County, Florida**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A REVOCABLE LICENSE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND FAIRFIELD POMPANO LP, TO CONSTRUCT AND MAINTAIN CERTAIN IMPROVEMENTS INCLUDING PAVERS, LANDSCAPING AND IRRIGATION WITHIN THE RIGHT-OF-WAY OF NE 6<sup>TH</sup> STREET AND FEDERAL HIGHWAY; PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That a Revocable License Agreement between the City of Pompano Beach and Fairfield pompano LP, a copy of which agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

**SECTION 2.** That the proper City officials are hereby authorized to execute said Revocable License Agreement thereto between the City of Pompano Beach and Fairfield Pompano LP.

**SECTION 3.** That this resolution shall become effective upon passage.

**PASSED AND ADOPTED** this 10th day of November, 2020.

DocuSigned by:  
Rex Hardin  
502CB780EB3F480...  
**REX HARDIN, MAYOR**

**ATTEST:**

DocuSigned by:

Asceleta Hammond  
775D4290316A490

**ASCELETA HAMMOND, CITY CLERK**

MEB/jrm  
10/21/2020  
l:reso/2021-35

DocuSigned by:  
