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REVOCABLE LICENSE AGREEMENT

WHEREAS, the Board of County Commissioners of Broward County, Florida approved, subject to staff recommendations, the CORAL CREEK Plat on May 30, 1989; and

WHEREAS, Broward County, is the owner of property which is described in Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, the purpose of the subject revocable license agreement is to allow for the installation of a wall, landscaping and irrigation, hereinafter ("The Improvements") in the Wiles Road right-of-way to provide a suitable buffer and screening and which buffer and screening will ultimately benefit the members of the Coral Creek Homeowners Assoc., Inc.; and

WHEREAS, Coral Creek Homeowners Assoc, Inc. contemplates that each residential lot owner in the following blocks of the Coral Creek Plat will become part of the Association:

- BLOCKS "A" through "H"
- BLOCKS "J" through "N"
- BLOCKS "P" through "Z"

WHEREAS, Broward County has agreed to permit Coral Creek Homeowners Assoc., Inc., temporary use of a portion of said unimproved right-of-way as described in Exhibit "A" attached hereto and incorporated herein (Property) for: (check one).

- Overflow parking in excess of the minimum 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 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) Wall, landscaping and irrigation ("The Improvements")

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Approved EOC 11-6-92/H 4  
Submitted By Engineering  
Submitted to Board

RETURN TO FRONT RECORDING

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WHEREAS, the parties have agreed to enter into a Revocable License Agreement in relation to the use of said easement as set out below.

THIS AGREEMENT is between BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY,"

AND

CORAL CREEK HOMEOWNERS ASSOC., INC., hereinafter referred to as the "LICENSEE."

1. The above recitals are true and are incorporated in this Agreement.
2. DESCRIPTION OF PREMISES:  
County hereby grants to LICENSEE the revocable right, license and privilege of occupying the Property, a legal description of which is described in Exhibit "A".
3. TERM:  
The term of this License shall run until such time as the COUNTY notifies LICENSEE to cease using said Property. Notice shall be sent in writing, thirty (30) days prior to termination.
4. COMPENSATION:  
No payment shall be made by the LICENSEE for the privileges granted herein.
5. USE OF PREMISES:  
LICENSEE shall use and occupy the Property only for the purpose(s) designated above. The property shall not be used for any other purpose whatsoever without written amendment of this Agreement. LICENSEE covenants that it will not without written consent of the COUNTY, permit the Property to be used or occupied by any person, firm,

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entity or corporation other than LICENSEE and its agents LICENSEE further covenants that no nuisance or hazardous trade or occupation shall be permitted or carried on, in or upon said Property. No act shall be permitted and nothing shall be kept in or about said Property that will increase the risk of any hazard, fire or catastrophe, and no waste shall be permitted or committed upon or any damage done to said Property. LICENSEE shall not permit the licensed Property to be used or occupied in any manner which will violate any laws or regulations of any governmental agency.

6. ASSIGNMENT:

LICENSEE shall have no authority to assign any of its rights under this Agreement during any term of this Revocable License Agreement without a written amendment to this Agreement. Should LICENSEE attempt to assign this License, then the License shall be terminated forthwith, without prior notice to LICENSEE.

7. DAMAGE TO PREMISES:

The LICENSEE shall not by its use or occupancy cause damage to the Property.

LICENSEE agrees that all personal property placed upon the licensed Property shall remain the property of LICENSEE, and shall be placed upon the Property at the risk of LICENSEE. LICENSEE shall give the COUNTY, or its agent, prompt written notice by certified mail of any occurrence, incident or accident occurring on the licensed Property.

8. INSPECTIONS:

- (a) The LICENSEE shall submit plans for the installation of "The Improvements" to the Broward County Engineering at least 30 days before installation and shall not install "The Improvements" until written approval is obtained from the Broward County Engineering Division.
- (b) The LICENSEE shall notify the Broward County Engineering Division within five days after installation. The Broward County Engineering Division may require LICENSEE TO reinstall or

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remove "The Improvements" if the improvements do not comply with the approved plans.

(c) The COUNTY, its agents, or authorized employee may enter upon said Property at all reasonable times and hours, to examine same to determine if LICENSEE is properly maintaining the Property according to this Revocable License Agreement.

9. INDEMNIFICATION:

LICENSEE shall indemnify, defend and hold harmless the COUNTY, its officers, agents and employees from and against any and all claims suit actions, damages, liabilities, expenditures, or causes of action of any kind arising from this Revocable License Agreement and resulting or accruing from any negligent act, omission or error of LICENSEE, resulting in or relating to, injuries to body, life, limb, or property sustained in, about or upon the licensed Property or improvement thereto, or arising from the use of the Property.

LICENSEE shall defend, at its sole cost and expense, any legal action, claim or proceeding instituted by any person against the COUNTY as a result of any claim suit or cause of action accruing during or in any way arising out of this Revocable License Agreement, for injuries to body, life, limb or property as set forth above.

LICENSEE shall save the COUNTY harmless from and against all judgements, orders, decrees, attorney's fees, costs and expenses and liabilities incurred in and about any such claim investigation or defense thereof, which may be entered, incurred or assessed as a result of the foregoing.

10. INSURANCE:

Without limiting any of the other obligations or liabilities of LICENSEE, LICENSEE shall provide, pay for and maintain in force the insurance coverages set forth in this section, at all times for the services to be performed under this Revocable License Agreement, as will assure the COUNTY the protection contained in the foregoing indemnification Provision undertaken by the LICENSEE.

Comprehensive General Liability with minimum limits of five hundred thousand dollars (\$500,000.00 ) per

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occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

- A. Premises and/or Operations.
- B. COUNTY is to be included as an "Additional Insured" with respect to liability arising out of operations performed for COUNTY by or on behalf of LICENSEE or acts or omissions of COUNTY in connection with general supervision of such operation.
- C. Notice of Cancellation and/or Restriction - The policy(ies) must be endorsed to provide Broward County with thirty (30) days notice of cancellation and/or restriction.

LICENSEE shall provide to COUNTY a certified copy of all insurance policies required by this Article showing that COUNTY has been named as an additional insured under such policies or in the alternative a certificate evidencing that the required additional endorsement has been obtained under such policies at the time of execution of this Revocable License Agreement by LICENSEE.

11. MAINTENANCE AND REPAIR OF LICENSED PREMISES:and

It shall be the responsibility of LICENSEE to keep the licensed Property clean, sanitary and free from trash and debris. The upkeep and maintenance of all areas herein licensed by COUNTY to LICENSEE shall be borne by LICENSEE, and LICENSEE agrees to maintain the licensed Property in accordance with the terms and conditions of this Revocable License Agreement and consistent with prudent and well-reasoned maintenance procedures and techniques. If this Agreement is for the use of the Property for landscaping, LICENSEE specifically agrees to install and maintain such landscaping in a manner that will not pose a hazard to persons or vehicles on adjacent property or the improved right-of-way.

12. SECURITY: (Check one)

- ( ) LICENSEE is obligated to maintain with Broward County adequate security in the form of a cash bond, surety bond, or letter of credit in the amount of \$ \_\_\_\_\_ to ensure the

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repair and maintenance of the Property during the term of this Agreement and to ensure restoration of the Property following termination.

(x) There is no obligation for security as a condition for granting this Revocable License Agreement.

13. AMENDMENTS:

No modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto, with the same formality and of equal dignity herewith.

14. SURRENDER UPON TERMINATION:

LICENSEE shall peaceably surrender and deliver the licensed Property to the COUNTY, or its agents immediately upon expiration of the Revocable License term.

LICENSEE shall remove from the licensed Property, at LICENSEE'S own expense, anything placed thereon unless the COUNTY, in writing, authorizes LICENSEE to leave any landscaping or improvements on the licensed Property. The 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 improvements or landscaping, or the removal of the same by the COUNTY upon failure of the LICENSEE to restore the Property. The LICENSEE agrees to return the Property to safe condition following removal of any improvements or landscaping. LICENSEE shall be obligated to repair or pay for any damage to COUNTY property resulting from the removal of landscaping or improvements.

15. WAIVER

Failure of the COUNTY to insist upon strict performance of Revocable License Agreement or to exercise any right herein contained, 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 Revocable License Agreement shall be waived or modified except by the parties hereto in writing.

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16. TERMINATION:

This Revocable License Agreement may be canceled with or without cause at any time during the term thereof by either party upon thirty (30) days written notice to the other of its desire to terminate this Revocable License Agreement. It is expressly understood by the parties that LICENSEE is receiving from COUNTY a Revocable License which may be terminated at any time by COUNTY.

17. NOTICES:

Any notice or demand, which under the terms of this Revocable License Agreement or by any statute or ordinance, given or made by a party hereto shall be in writing and shall be given by certified or registered mail sent to the other party at the address set forth below, or to such other address as such party may from time to time designate by notice.

Notice to the COUNTY shall be addressed to:

County Administrator  
Governmental Center, Room 409  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301

Notice to the LICENSEE shall be addressed to:

James P. McJowan  
President  
Coral Creek Homeowners Association, Inc.  
3300 University Drive  
Coral Springs, FL 33065

18. ENTIRE AGREEMENT:

This Revocable License Agreement embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein. If any provision herein is invalid, it shall be considered deleted herefrom, and shall not invalidate the remaining provisions.

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19. LAWS AND ORDINANCES:

LICENSEE shall observe all laws and ordinances of the COUNTY, State and Federal agencies directly relating to the operation of the Property.

20. COPIES OF REVOCABLE LICENSE AGREEMENT:

This Revocable License Agreement shall be executed in two (2) original copies, each copy of which, bearing original signatures, is to have the force and effect of an original document.

21. RECORDATION OF AGREEMENT:

This Revocable License Agreement shall be recorded in the Public Records of Broward County, Florida. Upon termination of this Agreement, a document of equal dignity to this document shall be executed and recorded by COUNTY.

22. ATTORNEY'S FEES:

If Broward County should prevail in an action for damages or equitable relief in an action based upon or arising out of this Agreement it shall be entitled to attorney's fees and costs.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chairman, authorized to execute same by Board action on the 3 day of November, 1992, and Carol Chubb, signing by and through its President, duly authorized to execute same.

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COUNTY

ATTEST:

BROWARD COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

*C. Lee Buss*  
County Administrator and  
Ex-Officio Clerk of the  
Board of County Commissioners  
of Broward County, Florida

By *Paul Sart*  
Chairman

6 day of November, 1994.



Approved as to form by  
Office of County Attorney  
Broward County, Florida  
JOHN J. COPELAN, JR., County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (305) 357-7600  
Telecopier: (305) 357-7641

By *Melissa P. Anderson*  
Assistant County Attorney  
MELISSA P. ANDERSON

STATE OF )  
COUNTY OF ) SS.

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day  
of November, 1994, by *John P. Dav* who is personally  
known to me or who has produced \_\_\_\_\_ as identification and who  
did/did not take an oath.

NOTARY PUBLIC:

(Seal)

*Phyllis Hertzberg*  
Print name:

My commission expires:

*Phyllis Hertzberg*



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Witnesses:

J. P. Tavavella Jr.  
Print name: J. P. Tavavella, Jr.

Mary P. Cornell  
Print name: Mary P. Cornell

(Corporate seal)

STATE OF FLORIDA )  
COUNTY OF BROWARD ) SS.

LICENSEE

CORAL CREEK HOMEOWNERS ASSOCIATION, INC.

[Signature]

By James P. McGowan  
Print name:  
Title: President  
Address: 3300 University Drive  
Coral Springs, FL 33065

3rd day of September, 19 92.

The foregoing instrument was acknowledged before me this 3rd day of September, 19 92, by James P. McGowan, as President of CORAL CREEK HOMEOWNERS ASSOCIATION, INC. a Florida corporation/partnership, on behalf of the corporation/partnership. He ~~is~~ is personally known to me ~~or has produced~~ ~~XXXXXXXXXXXXXXXXXXXX~~ ~~identification~~ and ~~did~~ did not take an oath.

(Seal)  
My commission expires:

NOTARY PUBLIC:  
Maryann Nance  
Print name: Maryann Nance  
Commission No. AA 595553

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES SEPT. 8, 1992  
SIGNED TRUE GENERAL REG. 1980

MPA/vs  
macoral.a01  
#  
08/05/92

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EXHIBIT "A"

The northern twenty-two feet (22') of the Wiles Road Right-of-Way (P.B. 15, Page 14, B.C.R.) from the western Right-of-Way of Creekside Drive to the western limits of the Coral Creek Plat (P.B. 146, Page 6, B.C.R.)

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