

**LICENSE AGREEMENT FOR THE
INSTALLATION OF DECORATIVE LIGHTING ON
TURTLE CREEK DRIVE, TORTOISE WAY, TURTLE RUN BOULEVARD,
CREEKSIDE DRIVE, AND TERRAPIN LANE**

THIS LICENSE AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2017 (the "Effective Date"), by and between:

CITY OF CORAL SPRINGS, FLORIDA, a municipal corporation of the State of Florida, and whose mailing address is 9551 West Sample Road, Coral Springs, Florida 33065 (the “City”); and

TURTLE RUN COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in the City of Coral Springs, Broward County, Florida, and whose mailing address is 5385 N. Nob Hill Road, Sunrise, Florida 33351 (the "District"); and

WHEREAS, the District is desirous of installing decorative lighting throughout its developments - specifically on Turtle Creek Drive, Tortoise Way, Turtle Run Boulevard, Creekside Drive, and Terrapin Lane; and

WHEREAS, it is necessary to enter into a license agreement with the City to enter onto the public rights-of-way to complete the improvements; and

WHEREAS, the City and the District have determined that such a license agreement will be to the mutual benefit of the City, the District and the residents thereof.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein expressed and the faithful performance of the same, the parties mutually agree as follows:

Section 1. **Recitals and Findings.**

1.01 The recitals and findings set forth above are hereby adopted by reference and incorporated herein as if fully set forth in this section.

Section 2. **Term.**

2.01 This Agreement shall be effective upon the approval of the City Commission and shall continue until September 30, 2018, and thereafter the Agreement shall be automatically renewable from year to year for twelve (12) month periods unless otherwise terminated pursuant to Section 7 of this Agreement.

Section 3. **Licensed Premises and Permitted Uses Related to Improvements to Turtle Creek Drive, Tortoise Way, Turtle Run Boulevard,**

Creekside Drive, and Terrapin Lane (hereinafter collectively
“Improvements”)

3.01 City does hereby grant to District the permission to enter upon the public rights-of-way according to the Turtle Run Plat, recorded in Plat Book 131, Page 12 of the Public Records of Broward County, Florida for the purposes of installing decorative lighting in the medians on Turtle Creek Drive, Tortoise Way, Turtle Run Boulevard, Creekside Drive, and Terrapin Lane, as depicted in Exhibit “A”, attached hereto and incorporated herein.

3.02 City and District agree that the final approval of the design, placement and type of construction of the improvements shall be in the sole discretion of City. The required Improvements to be completed by District shall be performed in accordance with this Agreement. District acknowledges that it does not have a right to grant a lien on the licensed property.

3.03 Prior to commencement of any project, the District must obtain the required permits from the City’s Development Services Department and applicable approvals by Broward County Traffic Engineering and Florida Power & Light if necessary.

3.04 Upon the completion of each Improvement, the District shall donate the Improvement to the City and provide City with a bill of sale.

3.05 Should this Agreement be terminated for any reason, the District hereby acknowledges that should the City be required to repair or complete the work, the District shall be solely responsible for all costs and expenses associated with the repair and/or completion of the work.

Section 4. Consideration and Maintenance.

4.01 Consideration: District acknowledges and agrees that it is fully responsible for all costs associated with the Improvements.

4.02 Maintenance: The District acknowledges and agrees that it is the party responsible for the ongoing maintenance and all costs and expenses associated with the maintenance of all Improvements.

4.03 Alterations: Except as designated in this Agreement, District shall not make any alterations, additions or improvements to the licensed property without the prior written consent of City.

Section 5. Indemnification.

5.01 To the extent permitted by law, City agrees to indemnify and hold harmless District and all its officers, elected or otherwise, and employees from any loss,

damage, or injury to persons or property arising out of City's negligence or City's failure to comply with all the terms and conditions of this Agreement. If a claim is litigated and names District as a party defendant, District shall be held harmless as to all costs and expenses associated with the litigation related to that claim, including but not limited to, costs, attorneys' fees, paralegal expenses, attorneys' fees on appeal, monies paid in settlement or monies paid to satisfy any judgment obtained herein.

5.02 To the extent permitted by law, District agrees to indemnify and hold harmless City and all its officers, elected or otherwise, and employees from any loss, damage, or injury to persons or property arising out of District's negligence or District's failure to comply with all the terms and conditions of this Agreement. If a claim is litigated and names City as a party defendant, City shall be held harmless as to all costs and expenses associated with the litigation related to that claim, including but not limited to, costs, attorneys' fees, paralegal expenses, attorneys' fees on appeal, monies paid in settlement or monies paid to satisfy any judgment obtained herein.

Section 6. Insurance.

6.01 The parties shall each individually maintain throughout the term of this Agreement any and all applicable insurance coverage required by Florida law.

6.02 THE CONTRACTOR(S) HIRED BY THE DISTRICT TO MAKE IMPROVEMENTS DETAILED IN THIS AGREEMENT AND ANY OTHER PROJECT APPROVED BY THE CITY IN ACCORDANCE WITH THIS AGREEMENT AND IF THE DISTRICT HIRES A CONTRACTOR TO UNDERTAKE THE MAINTENANCE ACTIVITY REQUIRED PURSUANT TO THIS AGREEMENT, PRIOR TO ANY INSTALLATION AND/OR MAINTENANCE ACTIVITY UNDERTAKEN, DISTRICT, IF DISTRICT IS MAINTAINING ENTITY, OR CONTRACTOR, SHALL SUBMIT TO CITY COPIES OF ITS REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE CITY OF CORAL SPRINGS (DEFINED TO MEAN THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS AND REPRESENTATIVES) IS AN ADDITIONAL INSURED OR ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF CONTRACTOR.

In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then, in that event, Contractor shall furnish, at least thirty (30) calendar days prior to expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of that period of the contract and extension there under is in effect. District and Contractor shall not continue to complete the Improvements required by this Agreement unless all required insurance remains in full force and effect.

6.03 District shall require Contractor to procure and maintain at its own expense and keep in effect during the full term of the Agreement a policy or policies of insurance which must include the following coverages and minimum limits of liability:

- (a) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoreman's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of two hundred thousand and xx/100 dollars (\$200,000.00) per accident. Contractor shall agree to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

- (b) Comprehensive General Liability (occurrence form), with the following minimum limits of liability, with no restrictive endorsements:

\$500,000 Combined Single Limit, per occurrence, Bodily Injury & Property Damage Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

- 1. Premises and Operations;
- 2. Independent Contractors;
- 3. Product and Completed Operations Liability;
- 4. Broad Form Property Damage; and
- 5. Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement provided herein.

6.04 City does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect District's or Contractor's interest or liabilities, but are merely minimum requirements established by the City's Risk Management Coordinator. City reserves the right to reasonably require other insurance coverages that City deems necessary depending upon the risk of loss and exposure to liability.

6.05 Insurance companies selected must be acceptable to City. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to City by certified mail.

6.06 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the state of Florida, with a minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

6.07 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against City with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

6.08 Any contractor retained by the District to perform work at the subject property shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against the City for payment or assessments in any form on any policy of insurance.

6.09 The clauses, "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which the City is named as an additional insured shall not be applicable to City. City shall provide written notice of occurrence within fifteen (15) working days of City's actual notice of such an event.

6.10 Violation of the terms of this Section and its sub-parts shall constitute a breach of the Agreement, and City, in its sole discretion, may cancel the Agreement, and all rights, title and interest of the District in this Agreement shall thereupon cease and terminate.

Section 7. Termination.

7.01 District may terminate this Agreement with or without cause by providing City with at least one hundred twenty (120) calendar days' written notice.

7.02 City may terminate this Agreement with or without cause by providing District with at least one hundred twenty (120) calendar days' written notice.

Section 8. Default

8.01 The failure of District to observe or perform any of the covenants, conditions or provisions of this Agreement shall constitute a material breach of this License by District where such failure continues for a period of thirty (30) calendar days after written notice thereof from City to District, provided however, that if the nature of District's default is such that more than thirty (30) calendar days are reasonably required for its cure, District shall not be deemed to be in default if District commences such cure within said thirty (30) calendar day period and thereafter diligently pursues such cure to completion.

8.02 In the event of any default or breach by District, City may at any time thereafter, without notice or demand and without limiting City in the exercise of any right or remedy which City may have by reason of such default or breach terminate District's right to use and possession of the licensed property by any lawful means and retake possession thereof in which event all further liability under the License on the part of the City shall terminate.

Section 9. Severability.

Should any part, term, or provision of this Agreement be by the courts decided to be illegal or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby.

Section 10. Assignment.

District shall not assign, transfer, sublet or subject this Agreement or its rights, title, or interest thereupon without City's prior written approval.

Section 11. Governing Law and Venue.

The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.

Section 12. Construction of Agreement.

The terms and conditions herein are to be construed with their common meaning to effectuate the intent of this Agreement. All words used in the singular form shall extend to and include the plural and all words in the plural form shall extend to and include the singular. All words in any gender shall extend to and include all genders.

Section 13. Entire Agreement, No Oral Modification.

This Agreement represents the entire and integrated agreement between City and District and supersedes all prior negotiations, representations or agreements, either written or verbal. This Agreement may only be amended by written instruments signed by both City, through its Commission, and District, through its Board of Supervisors and may include other services only if directly related to the intent and scope of this Agreement. The failure of a party to insist on strict performance of any terms of this Agreement shall not be construed as a waiver and relinquishment for the future of any term, condition or election but the same shall remain in full force and effect.

Section 14. Conflict of Interest.

14.01 District covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with City. District further covenants that, in the performance of this Agreement, no person having such conflicting interests shall be employed. Any such interests on the part of the District or its agents and employees must be disclosed in writing to City.

14.02 District is aware of the conflict of interest laws of the City Code Ordinances and Chapter 112, Florida Statutes (2017), as amended, and agrees that it will comply in all respects with the terms of said laws.

14.03 District warrants that they have not employed or retained any person employed by City to solicit or secure this Agreement, and that they have not offered to pay, paid, or agreed to pay, any public official or person employed by the City any fee, commission, percentage, brokerage fee, or gift of any kind contingent or resulting from the award of this Agreement.

Section 15. Notices.

All notices or other communications required by this Agreement shall be in writing and deemed delivered upon mailing by certified mail, return receipt requested, to the following persons and addresses unless otherwise specified herein:

City:	City Manager City of Coral Springs 9551 West Sample Road Coral Springs, Florida 33065
Copy to:	Director of Development Services City of Coral Springs The Walk at University 2730 University Drive Coral Springs, Florida 33065
District:	Dennis Baldis, District Manager Turtle Run Community Development District 5385 N. Nob Hill Road Sunrise, Florida 33351
Copy to:	Michael J. Pawelczyk, Esq. Billing, Cochran, Lyles, Mauro & Ramsey, P.A. Suntrust Center, Sixth Floor 515 East Las Olas Boulevard Fort Lauderdale, Florida 33301

Section 16. License not a Lease

This License shall not be deemed a lease of the facilities by the City of Coral Springs but rather a license granted to District by the City of Coral Springs to use and occupy the premises under the terms and conditions stated herein.

IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS AND TURTLE RUN COMMUNITY DEVELOPMENT DISTRICT have caused these presents to be executed in their respective names, by the proper officials, the day and year first above written.

CITY OF CORAL SPRINGS, FLORIDA

By: _____
WALTER G. CAMPBELL, JR., Mayor

ATTEST:

DEBRA THOMAS, CMC, City Clerk

APPROVED AS TO FORM:

SHERRY WHITACRE, Deputy City Attorney

TURTLE RUN COMMUNITY
DEVELOPMENT DISTRICT

ATTEST:

By: _____

Its: Chairman/Vice-Chairman

SECRETARY/ASSISTANT SECRETARY

State of _____
County of _____

State of _____
County of _____

On this, the ____ day of _____,
2017, before me, the undersigned Notary Public
of the State of _____, the foregoing
instrument was acknowledged by

On this, the ____ day of _____,
2017, before me, the undersigned Notary Public
of the State of _____, the foregoing
instrument was acknowledged by

Secretary/Assistant Secretary of The Board of
Supervisors of The Turtle Run Community
Development District, a local unit of special
purpose government established pursuant to
Chapter 190, Florida Statutes, on behalf of the
corporation.

Chairman/Vice-Chairman of The Board of
Supervisors of The Turtle Run Community
Development District, a local unit of special
purpose government established pursuant to
Chapter 190, Florida Statutes, on behalf of the
corporation.

WITNESS my hand
and official seal

WITNESS my hand
and official seal

Notary Public, State of

Notary Public, State of

Printed, typed or stamped name of
Notary Public exactly as commissioned

Printed, typed or stamped name of
Notary Public exactly as commissioned

- Personally known to me, or
- Produced identification:

- Personally known to me, or
- Produced identification:

(type of identification produced)

(type of identification produced)