



**REVOCABLE LICENSE AGREEMENT BETWEEN  
BROWARD COUNTY AND THE CITY OF COCONUT CREEK  
FOR ACCESS AND USE OF COUNTY PROPERTY**

This Revocable License Agreement (“Agreement”) is between Broward County, a political subdivision of the State of Florida, whose address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301 (“County”), and the City of Coconut Creek, a municipal corporation of the State of Florida, whose address is 4800 West Copans Road, Coconut Creek, Florida 33063 (“City”) (each a “Party” and collectively referred to as the “Parties”).

**RECITALS**

A. County is the owner of certain Property, as defined in Section 2(a) of this Agreement, located in the city of Coconut Creek.

B. The Property includes certain parks and conservation areas known as Saw Palmetto Natural Area and Helene Klein Pineland Preserve.

C. City has requested a license from County to access portions of the Property, to construct and maintain a multi-use pathway and scenic native landscaping along the north side of Hillsboro Boulevard (collectively the “Project”).

D. The Project shall help serve a passive recreation park use by providing the parks, the conservation areas, and the general public with an additional trail and scenic native landscaping, consistent with the surrounding conservation area.

E. At City’s request, County has agreed to grant City a revocable license to access and use of a portion the Property to be utilized by City for the purposes of the Project, pursuant to the terms of this Agreement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The above Recital clauses are true and correct and are incorporated herein by reference.
2. Grant of Revocable License.
  - a. County is the owner of certain real property know as Saw Palmetto Natural Area, located at 4950 NW 71st Place, Coconut Creek, Florida 33073, and Helene Klein Pineland Preserve, located at 4701 W. Hillsboro Boulevard, Coconut Creek, Florida 33073, as more particularly described in the **Exhibit A** attached hereto (collectively the “Property”).

- b. County grants to City, and City's employees, agents, contractors, licensees, invitees, and guests, a nonexclusive, revocable license to access and use a portion of the Property, as more particularly described in **Exhibit B** attached hereto ("Licensed Area").
- c. City is solely permitted to use the Licensed Area for the purpose of the Project, and to construct certain improvements on the Licensed Area ("Plans"), as more particularly described in **Exhibit C** attached hereto, (collectively the "Permitted Use"). City acknowledges and agrees that the rights granted hereunder are and shall be strictly limited to those specifically granted herein and City shall not utilize the Licensed Area for any other purpose without County's prior written consent.
- d. City shall diligently pursue all Plans to be performed hereunder to completion and exercise the rights granted hereunder in a manner that does not unreasonably interfere with or impact County's use of the Property.
- e. City shall obtain from County, and any other necessary governmental entities, written approval of all plans and specifications related to completion of the Project prior to the commencement of any construction on the Licensed Area. Approval shall be obtained from Broward County Parks and Recreation's Environmental Management Group, Program Manager and Director of Broward County Parks and Recreation. The Project shall be constructed at City's sole cost and expense, and in accordance with the approved plans and all permits and applicable statutes, rules, regulations, codes and ordinances, and the terms of this Agreement. County, at any time, may reject or require edits to the plans and specifications related to the Project and the Licensed Area. City shall give County thirty (30) days written notice prior to commencement of construction on the Licensed Area.
- f. City covenants it will not (i) commit any waste, nuisance, or hazardous trade or occupation on, in, or upon the Property, (ii) take any action, or keep anything in or about the Property that would substantially increase the risk of any hazard, fire, or catastrophe; (iii) damage the Property; or (iv) use or occupy or permit the Property to be used or occupied in any manner that would violate any federal, state, or local statutes, laws, ordinances, or codes.
- g. If City or its employees, agents, contractors, licensees, invitees, and guests, take any action or make any commission that causes or results in damage or waste material/garbage to the Property, City shall, at its sole cost and expense, restore and repair such damaged property or area to its condition before such damage. If City fails to make such restoration or repair within sixty (60) calendar days of the receiving County's request, County may make such restoration or repair and invoice City for the costs thereof. City shall pay such

invoice within thirty (30) calendar days after receipt of a certified invoice detailing the cost thereof.

- h. The Parties acknowledges that the revocable license granted herein shall not be construed as a transfer of ownership in the Property or Licensed Area, or a dedication to the public of any portion of the Property.

3. Term. The Agreement shall be effective as of the date it is fully executed by the Parties (“Effective Date”). The term of this Agreement shall commence on the Effective Date and shall continue until such time as County notifies City to cease the use of the Licensed Area, unless terminated earlier pursuant to this Agreement (“Term”).

4. Compensation. City shall pay County the total sum of Ten Dollars (\$10.00) (“Payment”), the receipt and sufficiency of which are hereby acknowledged by the Parties. The Payment shall be due no later than thirty (30) calendar days after the Effective Date.

5. Termination. This Agreement may be terminated:

- a. For cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach. If County erroneously, improperly, or unjustifiably terminates this Agreement for cause, such termination shall be deemed a termination for convenience in accordance with Section 5(b).
- b. For convenience by Broward County Board of County Commissioners with at least thirty (30) calendar days advance written notice to City. City acknowledges that it has received good, valuable, and sufficient consideration for County’s right to terminate this Agreement for convenience including in the form of County’s obligation to provide advance notice to City of such termination in accordance with this section.
- c. By the Broward County Administrator (“County Administrator”) upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare.

Notice of termination shall be provided in accordance with the “Notices” section of this Agreement except that notice of termination by the County Administrator to protect the public, health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

In addition to any termination rights stated in this Agreement, County shall be entitled to seek any and all available contractual or other remedies available at law or in equity including recovery of costs incurred by County due to City’s failure to comply with any term(s) of this Agreement.

6. Surrender Upon Termination. Upon the expiration or earlier termination of this Agreement, City shall peaceably surrender and deliver the Licensed Area to County in the same condition as received except for the completed Project. City shall remove all personal property, equipment, and any items stored or placed on or in the Licensed Area within sixty (60) days after the expiration or termination of this Agreement, unless otherwise agreed upon in writing by the Parties. Any property remaining on the Licensed Area after the specified removal period, without written agreement for an extension, shall be considered abandoned by City, and in such case shall be deemed the property of County without further liability to City.

7. Repairs and Maintenance. City shall, at its sole cost and expense, keep and maintain the Licensed Area in a clean, safe, good, and orderly condition at all times during the Term of this Agreement. City shall be solely responsible for the construction and installation of any and all improvements related to the Plans and Project installed on the Licensed Area. City shall, at all times and at City's sole cost and expense, maintain the Licensed Area and any improvements installed thereof. City shall be solely responsible for keeping the Licensed Area, and nearby surrounding areas adjacent to the Licensed Area clear of debris, garbage, and material waste. Notwithstanding anything to the contrary, City shall, at its sole cost and expense, promptly repair any damage arising out of City's Permitted Use of the Licensed Area to its condition prior to such damage, using materials of like kind and quality. If City fails to fulfill these obligations, County may complete the work and City shall reimburse County within thirty (30) days after receipt of a certified invoices detailing the cost thereof.

8. Utilities and Services. Prior to exercising the rights conferred hereunder, City or any party acting as its agent shall locate the existing utility facilities within the Licensed Area related to the Project, if any, and shall contract and coordinate with any and all utilities that have facilities within the Licensed Area. During the Term, City shall make all arrangements for and timely pay for all costs of utilities and services for the Licensed Area, if any.

9. Installation of Plant Species. City may only install plant species in accordance with landscaping plans approved by the Parties. City, and City's agents or employees shall not install, nor permit the installation or growth of invasive plant species. In the event of any growth of invasive or harmful species, City shall, at its sole cost and expense, immediately remove the invasive or harmful species.

10. Alterations and Improvements.

- a. City may, at its sole cost and expense, make non-structural changes, alterations, or additions to the Licensed Area ("Personalty") with prior written consent from County. All Personalty shall remain the exclusive property of City unless the Parties agree otherwise in writing. City agrees that all Personalty and any personal property placed on the Licensed Area shall be at City's own risk. Upon expiration or earlier termination of this Agreement, City shall remove its Personalty from the Licensed Area.

- b. City may, at its own expense, make such structural changes, alterations, additions, and improvements to the Licensed Area (“Improvements”) as City deems necessary or expedient for City’s Permitted Use, by first obtaining prior written consent from the Contract Administrator (as defined below), which consent shall not be unreasonably withheld. The Improvements shall immediately be, upon being added to or incorporated in the Licensed Area and, during the Term of the Agreement, shall remain the exclusive property of City unless the Parties agree otherwise in writing.
- c. All Personalty and Improvements shall comply with all applicable laws and shall not negatively affect the integrity of the structural portions of the Property.
- d. Pursuant to Section 5 of this Agreement, upon the expiration or earlier termination of this Agreement, City shall, at its sole expense, remove its Personalty and Improvements from the Licensed Area, and repair all damage caused by such removal. Any Personalty or Improvements not removed from the Licensed Area upon the expiration or earlier termination of this Agreement shall be deemed the property of County without further liability to City. Notwithstanding, if, upon expiration of this Agreement, the Parties agree to enter into a new agreement, City shall not be required to remove its Personalty and Improvements during any interim negotiations for the new agreement between the Parties.

11. Inspections. County, or its duly authorized agent, which shall be identified in writing to City, or authorized employee of County’s agent, may enter the Licensed Area at reasonable times to inspect the Licensed Area.

12. Liens. City shall not do nor permit to be done anything that shall result in the imposition of any liens on the Property, or portion thereof. If any lien or notice of lien shall be filed against the Property, or portion thereof, City shall cause the same to be discharged of record by payment, deposit, bond, or order of a court of competent jurisdiction within fifteen (15) Days after notice of the filing thereof. City shall not be deemed to be County’s agent so as to confer upon any contractor or subcontractor providing labor or materials to the Property a mechanic’s lien upon County’s estate under the provisions of Chapter 713, Florida Statutes. City shall not create or permit any lien on any fixtures on the Property without obtaining, in each instance, the prior written approval of County excluding, however, any purchase money security interest in any movable trade fixtures of City installed at the Property. City shall not pledge, hypothecate, or otherwise encumber its interests in this Agreement without the prior written consent of County. County’s interest in this Agreement shall not be subordinate to any leasehold mortgage or any claims, liens, or encumbrances affecting City’s interests in this Agreement without the prior written consent of the County Administrator.

13. Taxes. If any taxes, fines, and assessments are levied under this Agreement and are related to the City's use of the Licensed Area, or the Project ("Taxes"), City shall directly pay such Taxes to the applicable taxing authority.

14. Liability.

- a. The Parties are state agencies or political subdivisions under Section 768.28, Florida Statutes, and shall be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Notwithstanding, City shall at all times hereafter indemnify, hold harmless, and defend County and all of County's 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 City, its current or former officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement. In the event any Claim is brought against an Indemnified Party, City shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement.
- b. If City contracts with a third party to perform any activities related to City's rights pursuant to this Agreement or City's obligations under this Agreement, City shall enter into a contract with such third party, which contract shall include the following provision:

Indemnification: Contractor shall indemnify, hold harmless, and defend County and all of County's 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 contractor, its current or former officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement. In the event any Claim is brought against an Indemnified Party, contractor shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by County Attorney

to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

- c. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.
- d. The obligations of this article shall survive the expiration or earlier termination of this Agreement.

15. Insurance. The Parties are state agencies or political subdivisions under Section 768.28, Florida Statutes. Upon request by County, City shall provide County with written verification of liability protecting that meets or exceeds any requirements of Florida.

16. Notices. In order for notice to a party to be effective under this Agreement, notice shall be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change.

Notice to County:

County Administrator  
Government Center, Room 409  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Email: [mcepero@broward.org](mailto:mcepero@broward.org)

With a copy to:

Director of Parks and Recreation Division  
950 Northwest 38th Street  
Oakland Park, Florida 33301  
Email: [parksdirector@broward.org](mailto:parksdirector@broward.org)

Notice to City:

City of Coconut Creek  
Sustainable Development Department  
4800 West Copans Road  
Coconut Creek, Florida 33063  
Email: [MRighetti@coconutcreek.net](mailto:MRighetti@coconutcreek.net)

17. Public Records. The Parties shall comply with all applicable requirements of Chapter 119, Florida Statutes, including the requirements of Section 119.0701, Florida Statutes.

18. Binding Effect. Each person executing this Agreement represents that he or she has been empowered by his or her respective Party to enter into this Agreement and to bind such Party to the commitments and undertakings contained herein. The provisions, conditions, terms, and covenants contained herein shall be of a binding effect. The benefits and advantages hereof shall inure to the respective Parties and the respective successors and assigns.

19. Contract Administrator. For purposes of this Agreement, the “Contract Administrator” for County is the Director of the Parks and Recreation Division or the Director’s written designee.

20. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

21. Joint Preparation. This Agreement has been jointly prepared by the Parties, and shall not be construed more strictly against either party.

22. Counterparts. This Agreement may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

23. Further Assurances. The Parties shall execute all such instruments, and agree to take all such further actions, that may be reasonably required by any Party to fully effectuate the terms and provisions of this Agreement.

24. Amendments. Unless expressly authorized herein, no modification, amendment, or alternation of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of the County and City.

25. Survival. Either party’s right to monitor, evaluate, enforce, audit, and review, any obligations to indemnify and insure, any assurances and certifications, and items of financial

responsibility shall survive the expiration or earlier termination of this Agreement but shall expire upon expiration of the statute of limitation as to that particular matter. Any provision of this Agreement which contains a restriction or requirement which extends beyond the date of termination or expiration set forth herein shall survive expiration or earlier termination of this Agreement and be enforceable but shall expire upon expiration of the statute of limitation as to that particular matter.

26. Independent Contractor. Each Party is an independent contractor under this Agreement, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing services, neither that Party nor its agents shall act as officers, employees, or agents of the other Party. The Parties shall not have the right to bind either Party to any obligation not expressly undertaken by that Party under this Agreement.

27. Third Party Beneficiaries. Neither party intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

28. Assignment. All subcontractors not expressly identified in this Agreement must be approved in advance and in writing by County's Contract Administrator prior to City commencing any work on the Licensed Area. Except for subcontracting approved by County in advance, neither this Agreement nor any right or interest in it may be assigned, transferred, or encumbered, or subcontracted by City, without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or equity. County reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to County to reasonably compensate it for the performance of such due diligence.

29. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or a modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

30. Compliance with Laws. Each party shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations.

31. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

32. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein,” “hereof,” “hereunder,” and “hereinafter” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated.

33. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

34. 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, CITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

35. Incorporation by Reference. The attached exhibits are incorporated into and made a part of this Agreement.

36. Force Majeure. If the performance of this Agreement, or any obligation hereunder, is prevented by reason of hurricane, earthquake, or other casualty caused by nature, epidemic, pandemic, or other public health emergency, or by labor strike, war, or by a law, order, proclamation, regulation, ordinance of any governmental agency (collectively, “Force Majeure Event”), the Party so affected, upon giving prompt notice to the other Party, shall be excused from such performance to the extent of such prevention, provided that the affected Party shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other Party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such inability to perform due to the Force Majeure Event exceeds sixty (60) consecutive days, the Party that was not prevented from performance by the Force Majeure Event has the right to terminate this Agreement upon written notice to the other Party. This

section shall not supersede or prevent the exercise of any right either Party may otherwise have to terminate this Agreement.

37. Representation of Authority. Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

(Signature Pages to follow)

IN WITNESS WHEREOF, the Parties hereto have made and executed this 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 \_\_\_\_\_, 2024, and City, signing by and through its City Manager, duly authorized to execute same.

**COUNTY**

ATTEST:

BROWARD COUNTY, by and through  
its Board of County Commissioners

By: \_\_\_\_\_  
Broward County Administrator, as  
ex officio Clerk of the Broward County  
Board of County Commissioners

By: \_\_\_\_\_  
Mayor  
\_\_\_\_ day of \_\_\_\_\_, 2024

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

By \_\_\_\_\_  
Reno V. Pierre (Date)  
Assistant County Attorney

By \_\_\_\_\_  
Annika E. Ashton (Date)  
Deputy County Attorney

RVP/sr  
Revocable License Agreement - Hillsboro Pathway Project  
05/28/2024

**REVOCABLE LICENSE AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF COCONUT CREEK FOR ACCESS AND USE OF COUNTY PROPERTY.**

**CITY**

CITY OF COCONUT CREEK, a  
Florida municipal corporation

ATTEST:

By: \_\_\_\_\_  
MAYOR

\_\_\_\_\_  
Joseph Kavanagh, CITY CLERK

\_\_\_\_\_  
Print Name

\_\_\_\_ day of \_\_\_\_\_, 2024

By: \_\_\_\_\_  
CITY MANAGER

\_\_\_\_\_  
Print Name

\_\_\_\_ day of \_\_\_\_\_, 2024

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the parties:

\_\_\_\_\_  
Terrill Pyburn, City Attorney

## **Exhibit A**

### **IMPROVEMENT PLANS**

#### **A. Improvements at Saw Palmetto Natural Area and Helene Klein Pineland Preserve, within 10' along the southern border of both natural areas.**

A multi-use pathway and native landscaping appropriate for the natural ecosystems within Saw Palmetto Natural Area and Helene Klein Pineland Preserve. A multi-use pathway is a form of infrastructure that supports multiple recreation and travel opportunities for the public, such as walking, bicycling, and wheelchair use. Landscaping, maintenance techniques, and watering needs to be approved by Broward County Parks and Recreation's Environmental Management Group, Program Manager. Said Improvements shall help serve a primary park purpose consistent with Saw Palmetto Natural Area and Helene Klein Pineland Preserve.