

Temporary Use Agreement

THIS Temporary Use Agreement ("Agreement") is made and entered into this 11th day of July, 2013, by and between NORTH BROWARD PREPARATORY SCHOOLS, LLC, hereinafter referred to as "NBPS," and the CITY OF COCONUT CREEK, Broward County, Florida, hereinafter referred to as "City."

WHEREAS, NBPS owns the property generally located at 7600 Lyons Road, Coconut Creek, FL 33073 ("Property"); and

WHEREAS, NPBS desires to locate two (2) temporary modular dormitories, (one for 80 student beds and one for 72 student beds, totaling 152 student beds), on the Property as depicted on the site plan attached hereto as Exhibit "A"; and

WHEREAS, because the City codes do not provide for a temporary dormitory facility, it is necessary to enter into this Agreement; and

WHEREAS, this Agreement is in the best interest of the City and citizens of Coconut Creek.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. The term of this Agreement shall be three (3) years from the effective date. The City and NBPS acknowledge that the Term of this Agreement may be extended upon the mutual written consent of both parties as provided for herein.
2. City acknowledges that NBPS currently has development applications and permits pending with the City for placement of the temporary modular dormitories on the Property. If issued by the City, such approvals will be valid for a period not to exceed three (3) years from the effective date of this Agreement, subject to any extensions that may be agreed to by the parties hereto.
3. As material consideration for entering into this Agreement, NBPS hereby agrees to file with City all development and permit applications necessary to receive City approval to construct permanent dormitories on the Property in accordance with the following schedule:
 - a. Within six (6) months of the effective date, NBPS shall submit any required plat and rezoning applications;
 - b. Within eighteen (18) months of the effective date, NBPS shall submit a site plan application;
 - c. Within thirty (30) months of the effective date, NPBS shall submit building permit applications and obtain a building permit.

4. NBPS acknowledges and agrees that it shall diligently pursue, and work in good faith towards obtaining, the approvals noted hereinabove.
5. City acknowledges that the timeframes set forth herein are subject to review and approval periods by City personnel, as well as NBPS consultants, and such timeframes may be extended upon a showing of good cause.
6. Notwithstanding the foregoing, City acknowledges that, prior to the expiration of the three (3) year term of this Agreement, NBPS may pursue alternatives for housing the students located in the modular dorms other than constructing permanent dormitories on campus. If NBPS elects to pursue such an alternative, NBPS shall notify City prior to the twenty-fourth (24) month of this Agreement that it will remove the modular dormitories from the Property upon expiration of this Agreement.
7. NBPS agrees that immediately upon expiration of this Agreement, it shall remove the temporary modular dormitories and restore the Property to a condition satisfactory to the City.
8. In the event NBPS violates any of the terms and conditions of this Agreement, including the agreement to immediately cease use of the temporary modular dormitories at the time required by this Agreement, the parties agree to submit to the jurisdiction of the Special Magistrate upon the City issuing a code enforcement violation to NBPS. NBPS shall be subject to a fine of FIVE HUNDRED DOLLARS (\$500) per day, upon a finding and order issued by the Special Magistrate that shall commence to accrue retroactively to the date of said violation.
9. All of the above provisions shall survive the term of this Agreement and shall not merge and shall thereafter be binding upon the parties.
10. NBPS, its successors and assigns, shall indemnify and hold harmless the City of Coconut Creek, from and against any and all claims, damages, losses and expense, including attorney's fees, and costs whether incurred in litigation, appeals, or otherwise, up to and including the United States Supreme Court, arising out of or resulting from the use of the temporary modular dormitories under this Agreement or the maintenance thereof, provided that any such claim, damages, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury or to destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of NBPS any contractor or subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for NBPS, or any contractor or sub-contractor, under worker's compensation acts, disability benefit acts or other employee benefit acts. Nothing in this section shall affect the immunity of the City pursuant to Chapter 768, Florida Statute.

11. Any waiver by either party of any breach of any term or condition of this Agreement shall not operate as a waiver of any other breach of such term or condition or of any other term or condition, nor shall any failure to enforce such provision hereof operate as a waiver of such provision or of any other provision hereof, nor constitute nor be deemed a waiver or release of any other party for anything arising out of, connected with, or based upon this Agreement. No waiver shall be binding on a party unless it is in writing and signed by the party to be bound.
12. This Agreement has been negotiated and drafted by all parties hereto and shall not be more strictly construed against any party because of such parties' preparation of this Agreement.
13. All parties to this Agreement have been represented by their respective counsel. The parties hereto acknowledge having read this Agreement and discussed the terms of this Agreement with their respective counsel and elected officials (in the City of Coconut Creek) and that the approval and execution of this Agreement has been made freely and voluntarily with full knowledge of its legal effect.
14. This Agreement shall be binding upon the parties hereto and their successors.
15. In the event it becomes necessary for any reason to construe this Agreement as permitted by the rules of evidence of the State of Florida, this Agreement will be construed as being jointly prepared and drafted by all parties hereto. Venue, should litigation arise from this agreement, shall be in Broward County, Florida.
16. The Non-Prevailing Party shall be liable to the Prevailing Party for all costs, expenses, attorneys' fees and damages at the trial and appellate levels, up to and including the U.S. Supreme Court, which shall be incurred or sustained by the Prevailing Party by reason of the Non-Prevailing Party's breach of any of the provisions of this Agreement, whether or not litigation is involved in any such breach.
17. The invalidity of any one or more of the phrases, sentences, clauses, or sections contained in this Agreement shall not affect the validity of the remaining portions of the Agreement so long as the material purpose of this Agreement can be determined and effectuated.
18. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality of this Agreement and executed by each party hereto.
19. 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, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil communications, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense. In no event shall a lack of funds on the part of either party be deemed force majeure.

20. Each person signing this Agreement on behalf of either party individually warrants that he/she has full legal power and authority to execute this Agreement on behalf of the party for whom he/she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT on this 11th day of July, 2013.

Witnesses

[Signature]
Printed Name: Jasha K Skyles

North Broward Preparatory Schools, LLC

By: [Signature]
Printed Name: JOHN PARK

Title: PRESIDENT

[Signature]
Printed Name: ALICE HERMAN

City of Coconut Creek

By: [Signature]
Printed Name: Mary C. Blasi

Title: Interim City Manager

Attest:

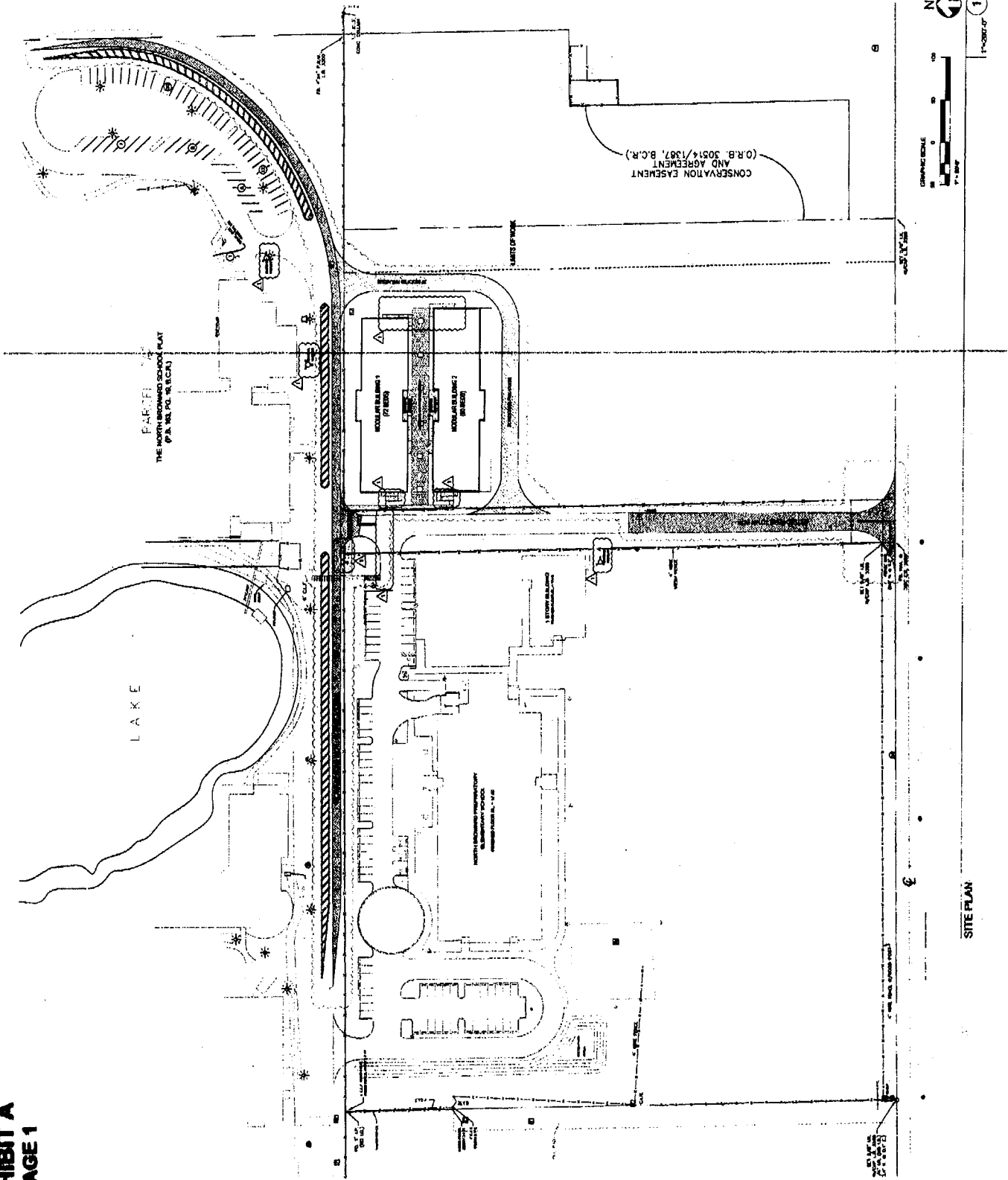
[Signature]
Barbara S. Price, MMC, City Clerk

Approved as to Form:

[Signature]
Paul S. Stuart, City Attorney

[Signature]
NANCY A. COUSINS

**EXHIBIT A
PAGE 1**



SITE PLAN

1

DRC SITE PLAN MODIFICATION

PG&AL
701 PARK OF COMMERCE BLDG
SUITE 400
BOCA RATON, FLORIDA 33432
TEL: (561) 988-1000
FAX: (561) 988-1002
WWW.PG&AL.COM

PG&AL
701 PARK OF COMMERCE BLDG
SUITE 400
BOCA RATON, FLORIDA 33432
TEL: (561) 988-1000
FAX: (561) 988-1002
WWW.PG&AL.COM

PROJECT TITLE:
TEMPORARY RESIDENTIAL
MOCKUPS & ROAD
MODIFICATIONS

PROJECT NUMBER:
1401

PROJECT ADDRESS:
390 LYONS ROAD
COCONUT CREEK, FLORIDA
33093

DATE OF ISSUE:
MAY 1, 2013

PROJECT NO.:
1401

DRC COMMENTS #1:
MAY 1, 2013

APPROVED:
[Signature]

DATE:
MAY 1, 2013

SCALE:
AS SHOWN

DRAWN BY:
[Name]

CHECKED BY:
[Name]

DATE:
MAY 1, 2013

PROJECT NO.:
1401

PROJECT ADDRESS:
390 LYONS ROAD
COCONUT CREEK, FLORIDA
33093

DATE OF ISSUE:
MAY 1, 2013

PROJECT NO.:
1401

A1.00

**EXHIBIT A
PAGE 2**

DRC SITE PLAN MODIFICATION

PROJECT NO. 2018-0001
 PREPARED BY: PGAL
 788 LYONS ROAD
 COCONUT CREEK, FL 33073
 TEL: 561.700.1111
 FAX: 561.700.1102

PGAL
 797 PARK OF COMMERCE BLVD
 SUITE 400
 BOCA RATON, FLORIDA 33487
 TEL: 561.998.4002
 FAX: 561.998.3700
 WWW.PGAL.COM

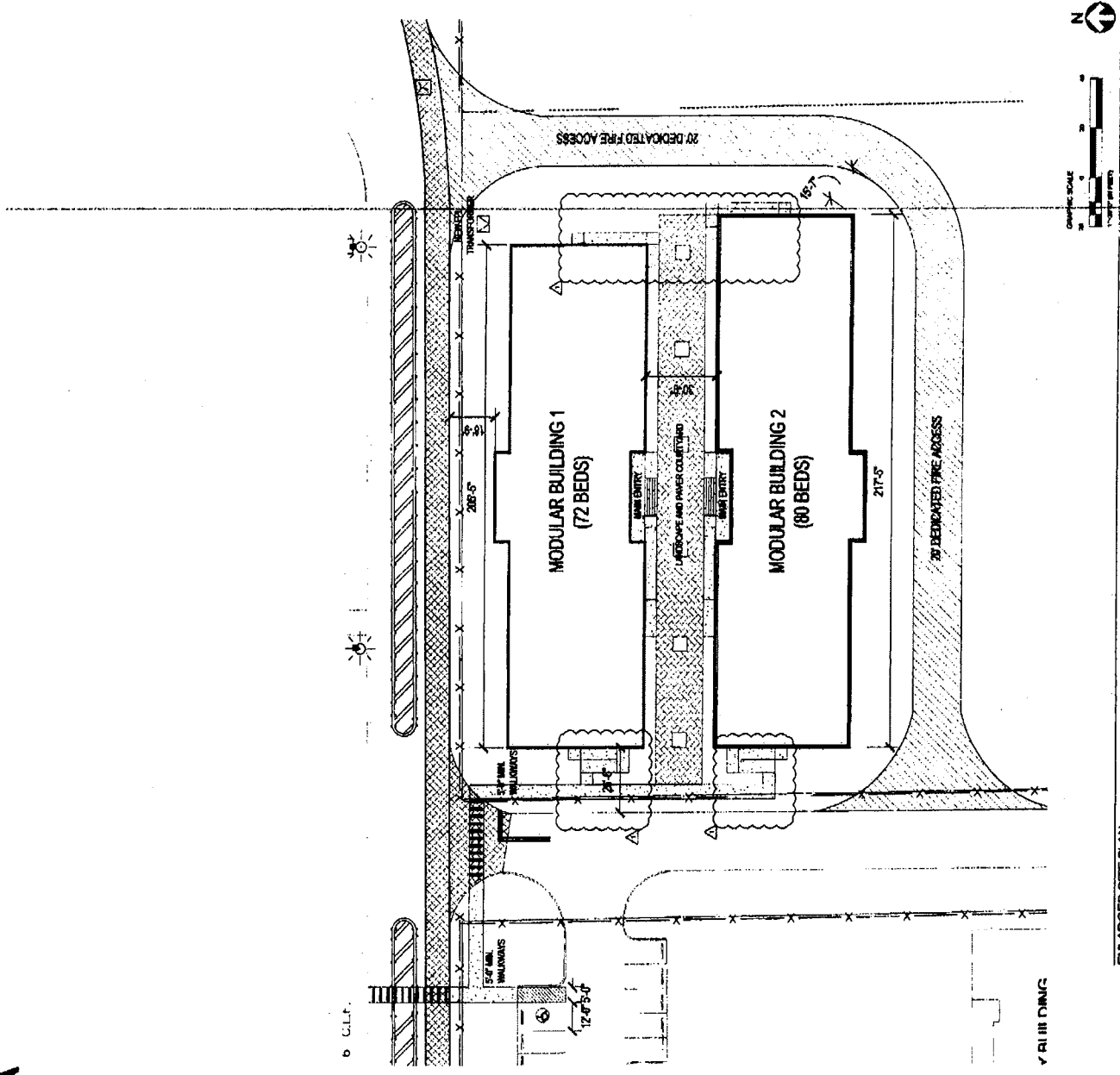
PROJECT TITLE: TEMPORARY RESIDENTIAL
 TRAILERS TRAIL
 ADDRESS: 788 LYONS ROAD
 COCONUT CREEK, FLORIDA
 PROJECT NO.: 2018-0001
 SHEET NO.: 1 OF 2
 DATE: 08/15/2018

DESIGNED BY: [Signature]
 CHECKED BY: [Signature]
 APPROVED BY: [Signature]
 DATE: 08/15/2018

PROJECT NO.: 2018-0001
 PREPARED BY: PGAL
 788 LYONS ROAD
 COCONUT CREEK, FL 33073
 TEL: 561.700.1111
 FAX: 561.700.1102

PROJECT TITLE: DRC SITE PLAN MODIFICATION
 ADDRESS: 788 LYONS ROAD
 COCONUT CREEK, FLORIDA
 PROJECT NO.: 2018-0001
 SHEET NO.: 1 OF 2
 DATE: 08/15/2018

ENLARGED SITE PLAN
 SHEET NO. A1.01



PROJECT DATA

PROJECT NO.	2018-0001
PROJECT TITLE	DRC SITE PLAN MODIFICATION
ADDRESS	788 LYONS ROAD, COCONUT CREEK, FL 33073
DATE	08/15/2018
DESIGNED BY	[Signature]
CHECKED BY	[Signature]
APPROVED BY	[Signature]



PROJECT DATA

ENLARGED SITE PLAN

A1.01