

City of Coconut Creek Florida
Application for Revocable License

TO BE COMPLETED BY APPLICANT

1. Address of Subject Property ("Subject Property" refers to the property on which the improvement will be constructed or maintained which encroaches on City Property):

Copans Road and NW 42nd Avenue, Coconut Creek, FL 33063

2. Record Owner of Subject Property: City of Coconut Creek

3. Owner's Address: 4800 West Copans Road, Coconut Creek, FL 33063

Phone: 954-956-1470

Cell Phone: NA

Fax: NA

Email: DNelson@coconutcreek.net

4. Owner's Representative: Township Estates: Robert Brown/ Mike Falgiano
****Township Community Master Association will sign on behalf of Township Estates****

Address: Township Estates

Phone:

Cell Phone: 954-756-1139 / 954-214-3891

Fax: N/A

Email: reverton@bellsouth.net / mikef@bayshorecg.com

5. Type of City Property to Be Encroached Upon (e.g., *street right-of-way, easement*):
City Right-of-way

Description of Encroachment Requested and Its Purpose:

Township Estates entrance sign (with landscaping) proposed to be located at the following location:

- Intersection of Copans Road and NW 42nd Avenue, within City of Coconut Creek right-of-way.

6. Applicants, please attach a scale diagram showing your property line and the proposed/existing encroachments. **(see attached)**

**STATEMENT OF PROPERTY OWNERSHIP
& DESIGNATION OF OWNER'S REPRESENTATIVE**

Street address of Subject property:

City of Coconut Creek right-of-way, Coconut Creek, Florida

Folio or Property ID Number for Subject properties 484219082250

A. Properties Owned by Individuals (If more than one individual (e.g., married couples, joint tenants with right of survivorship) owns the Subject property, all owners must fill in this section and sign.)

I, _____, and _____ state under penalty of perjury under the laws of the State of Florida that I (we) am (are) the record owner(s) of the above-described Subject property.

I (we) hereby make application for approval of the revocable license requested above. I (we) have read this application and certify that the statements made herein and as reflected in the attached exhibits are accurate and true and correct to the best of my (our) knowledge and belief.

Signed this _____ day of _____, 20____, at _____, Florida.

Signature _____

Signature _____

B. Properties Owned by a Trust, LLC, Corporation, Partnership, or Other Entity

For properties owned by a trust, please attach the trust document or a certificate of trust, including any attachments thereto. For an LLC, corporation, partnership, or other entity, please attach proof of ownership and certification of the signer's authorization to enter into contracts on behalf of the entity.

I, THE TOWNSHIP Community MASTER ASSOCIATION, INC., state under penalty of perjury under the laws of the State of Florida that the above-described subject property is owned by a trust, LLC, corporation, partnership, or other entity and that my signature on this application has been authorized by all necessary action required by the LLC, corporation, partnership, or other entity. I hereby make application for approval of the revocable license requested. I have read this application and certify that the statements made herein and as reflected in the attached exhibits are accurate and true and correct to the best of my knowledge and belief.

Signed this 11th day of JUNE, 2018, at COCONUT CREEK Florida.

Name of Trust, LLC, Corporation, or other entity:

By: _____
IRWIN JONSKY, its PRESIDENT (title)

C. Designation By Owner of a Representative (Optional)

Note: A representative designated below cannot sign the revocable license agreement on behalf of the owner.

I, _____ hereby authorize _____
to file on my behalf any applications, plans, papers, data, or documents necessary to obtain approvals required to complete and process this application and further authorize said person to appear on my behalf before the City Commission or City Boards as may be necessary.

Signature of Owner: _____

Date: _____ Print Name: _____

Signature of Representative: _____

Date: _____ Print Name: _____

IMPORTANT! This application will first be reviewed by City Staff. Staff may require submission of additional backup information, actions or documentation, and may condition their approval on receipt of same. If Staff recommends approval of the application for revocable license, a revocable license agreement will be drafted by the City Attorney's office and a formal recommendation will be made to the City Commission for approval. The License Agreement Applicant must sign the License Agreement and comply with all submission requirements before the License will be scheduled for City Commission Action. A specimen copy of the Revocable License Agreement is attached for your information. Issuance of a revocable license does not exempt the owner from obtaining all necessary building permits for the encroachment. The applicant's failure to execute the Agreement or comply with any additional conditions of approval will prevent the issuance of any building permit associated with the License Agreement.

Please note: The drawing/plan submitted with your application must meet the following criteria:

1. Only 8½" x 11" size will be accepted.
2. It must be to scale
3. It must be neat and legible
4. Identify the City property upon which the private improvements will encroach
5. Show and identify all existing and/or proposed private improvements encroaching onto the City's property. Be briefly descriptive (i.e. Chain link fence, wood fence, landscaping, and signage).
6. Identify the property by street address. If more than one City street and/or City-owned parcel is involved in the encroachments, separate licenses and separate applications may be required.
7. Show and identify property lines. You may want to copy a map of the property from the Broward County Property Appraiser's web site (bcpa.net).

Prepared by and return to:

Scott Stoudenmire
City of Coconut Creek
4800 W. Copans Road
Coconut Creek, FL 33063

Property ID # 484219082250

**CITY OF COCONUT CREEK
REVOCABLE LICENSE**

THIS REVOCABLE LICENSE AGREEMENT is made and entered into this 11th day of June, 2018 by and between the **City of Coconut Creek, Florida**, whose post office address is 4800 W. Copans Road, Coconut Creek, Florida 33063 ("City") and **The Township Community Master Association, Inc.** ("Licensee(s)") whose post office address is 2424 Lyons Road, Coconut Creek, Florida 33063.

Witnesseth: That the City of Coconut Creek, Florida hereby authorizes and licenses the above named Licensee, as owners of the property described in Exhibit "A" attached hereto (the "Subject Property"), at Licensee's sole cost and expense, to encroach upon the adjoining land or right of way owned by the City (hereinafter referred to as "Premises") for the following purpose only:

Township Estates entrance sign (with landscaping) proposed to be located at the intersection of Copans Road and NW 42nd Avenue, within City of Coconut Creek right-of-way.

This revocable license is granted subject to the following terms and conditions:

1. Licensee shall, and by execution of this License Agreement, do save and hold harmless the City of Coconut Creek from any loss, damage, or injury of any kind or character whatsoever that may arise from anything done, or omitted to be done, by Licensee, their agents, invitees, guests, employees, or contractors in connection with or in any way related to the matters authorized by this License. Licensee agrees to hold City harmless and indemnify City (including, but not limited to, attorney and paralegal fees, costs, including but not limited to expert witness fees and costs, and court costs at both the trial and appellate level), without limitation, from and against any and all claims, injuries, damage, liability and/or cause of action which may ever arise as a result of death, injury and/or damage to property claimed to be the result of construction and/or failure to maintain any improvements made by Licensee in, on, under, above, or upon Premises.

2. To the extent this License authorizes the erection or installation of any sign, building, fence, wall, or other structure or facility in or upon the Premises, Licensee agrees to erect and install the same in accordance with plans and specifications approved by the City and further agree to maintain the same at all times in good condition and repair, all at Licensee's sole cost and expense.

3. In the event Licensee shall fail to comply with the terms and conditions of this License, the City, at its sole option, may immediately terminate and revoke this License by mailing or delivering written notice thereof to Licensee at the address hereinabove stated. Upon receipt of notice of termination as set forth in this paragraph, Licensee shall, at their own cost and expense, immediately remove from the Premises the encroachment and all structures and facilities placed thereon or therein by Licensee.

4. Notwithstanding anything contained herein to the contrary, this License shall be revocable at the pleasure of the City Commission of the City of Coconut Creek at any time. The election to revoke this License may be exercised at any time by mailing or delivering to Licensee at the address herein above stated, a notice of revocation and termination. Within the time specified in said notice, Licensees shall, at their own cost and expense, remove from the Premises the encroachment and all structures and facilities placed thereon or therein by Licensee.

5. In the event of a default hereunder by Licensee or failure of Licensee to comply with any of the agreements contained herein, including the removal of any encroaching improvements upon termination of this License by City, City may declare said improvements to be a public nuisance and may take such action as may be authorized by law to abate said nuisance. Licensee acknowledges that the construction of encroaching improvements are at their sole risk, and they shall not be entitled to any compensation whatsoever for such improvements upon termination of this License for any reason. Licensee further acknowledges that in the event they do not timely remove the improvements at their expense on termination of this License, or in the event that City declares such improvements a public nuisance and undertakes to remove same to protect the public, the City shall be entitled to recover from Licensee costs of removal of such improvements. In the event it is necessary to bring suit to enforce the provisions of this paragraph, City shall be entitled to recover from Licensee attorney and paralegal fees and court costs incurred at both the trial and appellate level. The remedy of City as contained in this paragraph shall not be exclusive.

6. The agreements contained herein shall run with the land and shall be binding upon Licensee and their successors, assignors, executors, administrators, and personal representatives. In the event of a transfer of the property from Licensee, notice as required herein may be sent and shall be considered delivered if sent to

the person and address listed on the Broward County Property Appraiser's office as the address of the owner of the Subject Property.

IN WITNESS WHEREOF, CITY AND LICENSEE have caused these presents to be executed as of the day and year first above written.

The foregoing License is accepted and its terms and conditions are agreed to this 11th day of JUNE, 2018.

WITNESS:

Ana Corsini

Ana Corsini
(Print Name)

Linda DiSalvo

LINDA DI SALVIO
(Print Name)

STATE OF FLORIDA
COUNTY OF BROWARD

LICENSEE: THE TOWNSHIP COMMUNITY MASTER ASSOCIATION, INC.

By: Irwin Sowsky, PRESIDENT

Print Name: IRWIN SOWSKY

Title: PRESIDENT
SEAL

The foregoing instrument was acknowledged before me this 11th day of JUNE, 2018, by Irwin Sowsky. He/She is personally known to me/or has produced _____ (type of identification) as identification and did (did not) take an oath.

Milena Marino

Signature of Notary Public
(Print, Type, or Stamp Commissioned Name of Notary Public)



CITY OF COCONUT CREEK, FLORIDA

(Print Name)

(Print Name)

By: _____
Karen M. Brooks, City Manager

Attest:

Leslie Wallace May, MMC
City Clerk

Approved as to form:

Terrill C. Pyburn, City Attorney

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Karen M. Brooks, City Manager, City of Coconut Creek. She is personally known to me/or has produced _____ (type of identification) as identification and did (did not) take an oath.

Signature of Notary Public
(Print, Type, or Stamp Commissioned
Name of Notary Public)

LORI PARRISH
BROWARD
COUNTY
PROPERTY
APPRAISER



Streets
Parcels
Aerials (2014)
County Boundary
● Sign location

Corner 42nd Ave & Copans Rd.

0 56 ft

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