

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 R 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

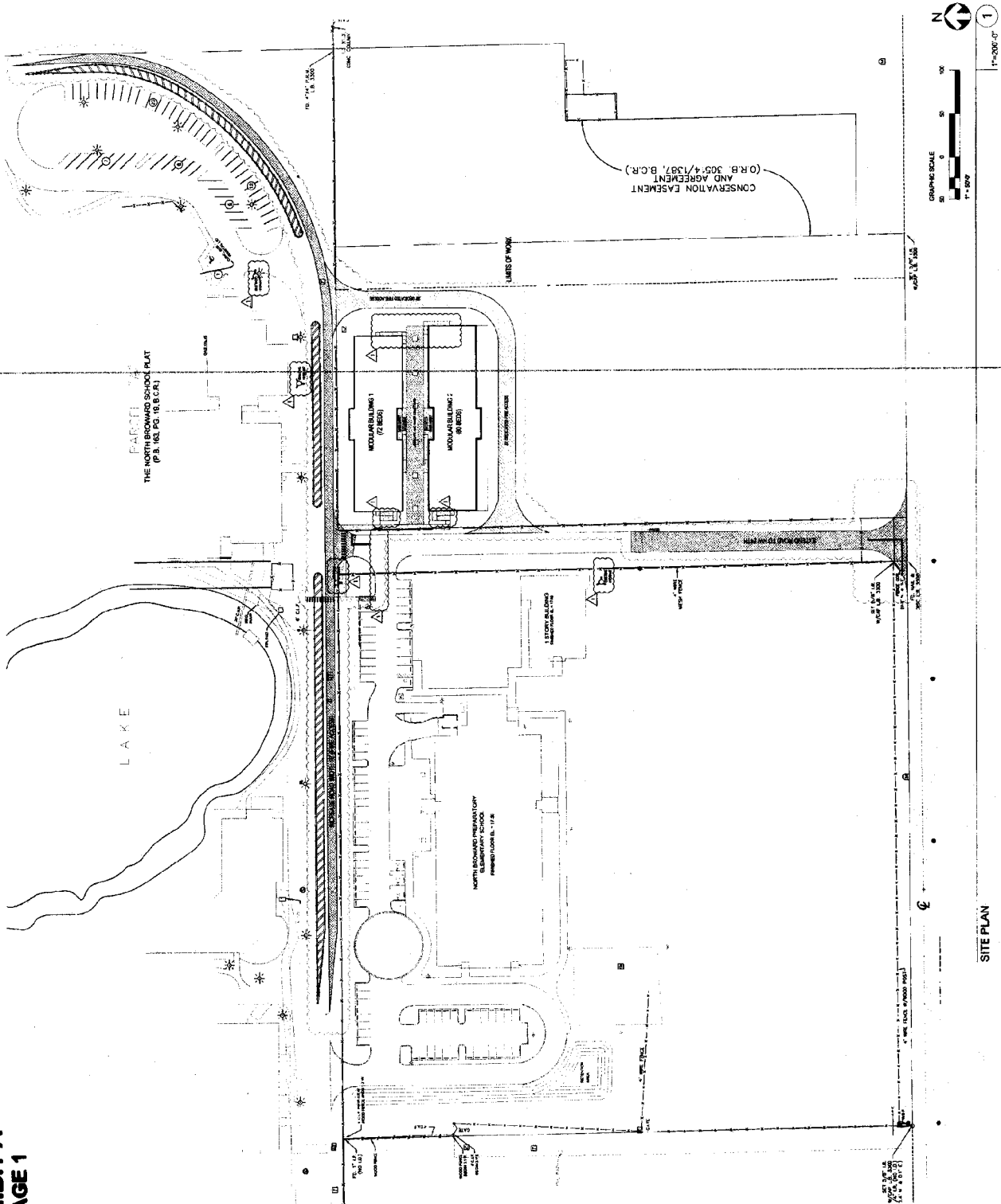
Approved as to Form:

[Signature]

Paul S. Stuart, City Attorney

[Signature]
NANCY A. COUSINS

**EXHIBIT A
PAGE 1**



OWNER
NORTH BROWARD PREP
SCHOOL
1200 S. BOWEN ROAD
COCONUT CREEK, FL 33073
(T) 561.247.0011
(F) 561.247.0017

ARCHITECT
PGAL
791 PARK OF COMMERCE BLVD
SUITE 400
BOCA RATON, FLORIDA 33486
1900 S. BOWEN ROAD
COCONUT CREEK, FLORIDA
33073
TEL: 561.247.0011
FAX: 561.247.0017

PROJECT TITLE
TEMPORARY RESIDENTIAL
MODULARS & ROAD
WORKING

PROJECT NUMBER
P2024101

PROJECT LOCATION
780 LYNX ROAD
COCONUT CREEK, FLORIDA

DATE OF ISSUE
MAY 17, 2023

DATE OF REVISION
MAY 17, 2023

REVISIONS
C.D.C. COMMENTS IN
MAY 17, 2023

DESIGNED BY
ARCHITECT

CHECKED BY
ARCHITECT

APPROVED BY
REGISTERED PROFESSIONAL ARCHITECT

DATE
MAY 17, 2023

APPROVED
[Signature]
6.5.19

REGISTERED PROFESSIONAL ARCHITECT
RODNEY A. CROCKETT, AIA
1900 S. BOWEN ROAD
SUITE 400
COCONUT CREEK, FLORIDA
33073
TEL: 561.247.0011
FAX: 561.247.0017

SHEET TITLE
SITE PLAN

SHEET NUMBER
A1.00

DRC SITE PLAN MODIFICATION

Please Consult Attachment & Linings

OWNER:
NORTH BROWARD PREP
SCHOOL
12000 S.W. 15TH AVENUE
COCONUT CREEK, FL 33073
TEL: 954.247.0011
FAX: 954.247.0017

PROJECT:
79 PARK OF COMMERCE BLD
SITE A01
BOCA RATON, FLORIDA 33497
1200 S.W. 15TH AVENUE
COCONUT CREEK, FLORIDA 33073
PROJECT NO. 2017-0001



PROJECT TITLE:
TEMPORARY RESIDENTIAL
MODULARS & ROAD
WORKING

PROJECT NUMBER:
2017-0001

PROJECT LOCATION:
79 PARK OF COMMERCE
COCONUT CREEK, FLORIDA

DATE:
MAY 17, 2017

SCALE:
AS SHOWN

DATE:
MAY 17, 2017

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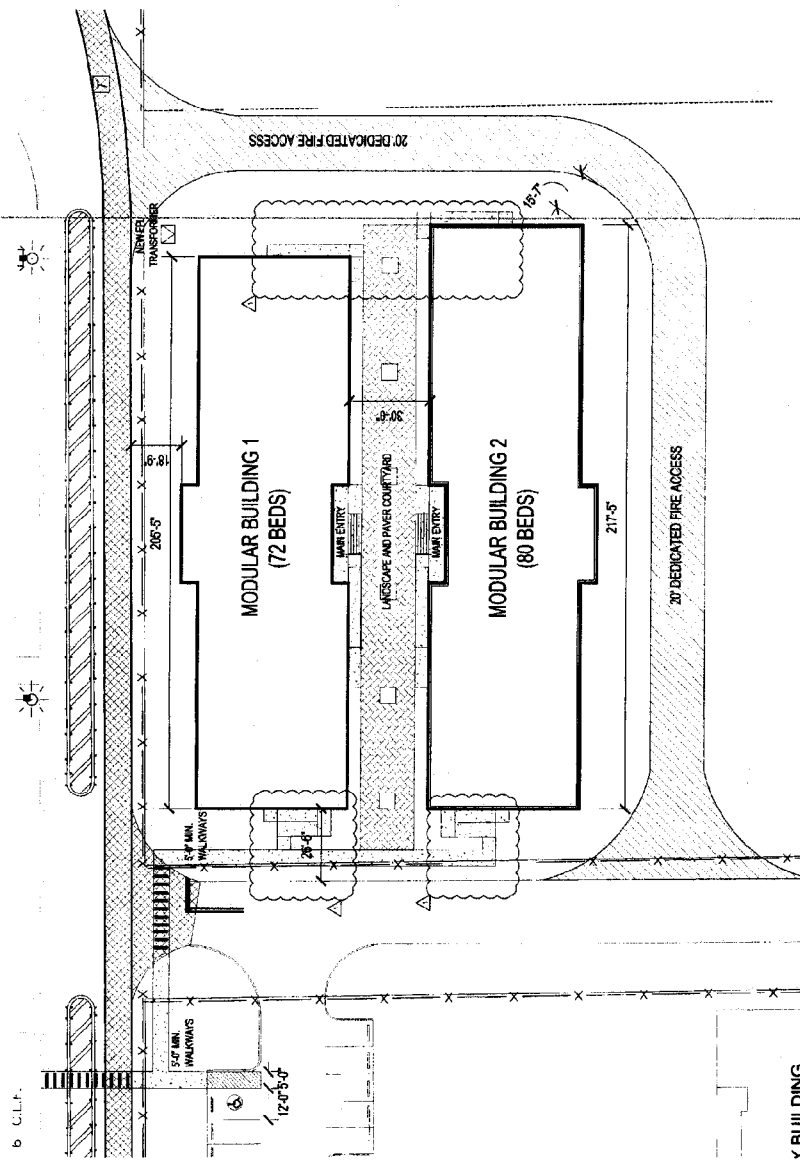
PROJECT LOCATION:
79 PARK OF COMMERCE
COCONUT CREEK, FLORIDA

DATE:
MAY 17, 2017

SCALE:
AS SHOWN

DATE:
MAY 17, 2017

DRC SITE PLAN MODIFICATION



PROJECT DATA	
PROJECT NO.	2017-0001
PROJECT NAME	TEMPORARY RESIDENTIAL MODULARS & ROAD WORKING
PROJECT LOCATION	79 PARK OF COMMERCE, COCONUT CREEK, FLORIDA
DATE	MAY 17, 2017
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DATE	MAY 17, 2017
SCALE	AS SHOWN



PROJECT DATA

ENLARGED SITE PLAN

1" = 20'-0"


A1.01

INDEMNIFICATION AGREEMENT

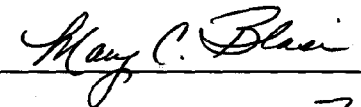
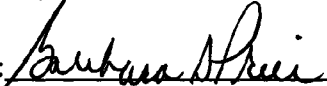
North Broward Preparatory Schools, LLC ("NBPS") owns the property located at 7650 Lyons Road, Coconut Creek, Florida ("Property") and has obtained approval from the City to install temporary modular dormitories ("Dorms") on a portion of the Property. NBPS desires to proceed with certain site work for the Dorms prior to issuance of formal Engineering permits at its own risk. NBPS hereby acknowledges and agrees that the proposed site work shall be specifically limited to clearing and grubbing, installation of the approved fire lane and installation of the water and wastewater lines necessary to service the Dorms ("Site Work").

NBPS hereby indemnifies and holds harmless the City Commission, the City of Coconut Creek, and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the Site Work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom. In any and all claims against the City, or any of their agents or employees by any person, resulting from the Site Work, the indemnification obligation under this paragraph 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 subcontractor, under Worker's Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing in this section shall affect the immunities of the City pursuant to Chapter 768, Florida Statutes.

North Broward Preparatory Schools, LLC

By: 
Printed Name: William Spruce
Title: Senior Vice President
Date: 7/11/13

City of Coconut Creek

By: 
Printed Name: MARY C. BLAS
Title: INTERIM CITY MANAGER
Date: 7/11/13
Attest: 
Barbara Price, MMC
City Clerk

Approved as to form:


City Attorney
NANCY A. COUSINS