#### This Instrument Prepared by and Return To:

Sandra E. Krumbein, Esq. Shutts & Bowen LLP 201 East Las Olas Blvd. Suite 2200 Fort Lauderdale, Florida 33301

## REVOCABLE LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT ("Agreement"), made this \_\_\_\_ day of \_\_\_\_\_ 2025, by and among:

CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, hereinafter referred to as "CITY,"

and

**HUNTERS MANOR HOMEOWNERS' ASSOCIATION, INC.**, a Florida corporation not-for-profit, c/o 6123 Lyons Road, Coconut Creek, Florida 33073, hereinafter referred to as "LICENSEE,"

and

**D.R. HORTON, INC.**, a Delaware corporation, with offices located at 6123 Lyons Road, Coconut Creek, Florida 33073, hereinafter referred to as "DEVELOPER."

#### WITNESSETH:

WHEREAS, LICENSEE owns (or will own) certain real property located in Broward County ("County"), Florida, legally described on <u>Exhibit "A"</u> attached hereto and incorporated herein by this reference ("Licensee Property"); and is the entity responsible for administering and operating the Licensee Property ("Project"); and

WHEREAS, DEVELOPER is developing residential homes and related common area within the Project; and

WHEREAS, CITY owns the right-of-way adjacent to the Project know as Northwest 7<sup>th</sup> Street and legally described on **Exhibit "B"** attached hereto and incorporated herein by this reference ("ROW"); and

WHEREAS, DEVELOPER desires to obtain the City's consent to use a portion of the ROW for the purpose of installing underground drainage pipes and related drainage facilities intended to serve the Licensee Property and Project; and

WHEREAS, LICENSEE desires to obtain a license from CITY to use a portion of the ROW for the purpose of operating, maintaining, repairing and replacing underground drainage pipes and related drainage facilities that serve the Licensee Property and Project, and installed by DEVELOPER in the ROW; and

WHEREAS, DEVELOPER's and LICENSEE's proposed use of a portion of the CITY's ROW will not interfere with the rights enjoyed by the public nor will such use result in a direct or indirect cost to the public.

**NOW, THEREFORE**, in consideration of the foregoing and mutual covenants and conditions hereinafter contained, the parties agree as follows:

#### 1. AUTHORIZATION AND DESCRIPTION OF PROPERTY.

CITY grants to LICENSEE and DEVELOPER, and LICENSEE and DEVELOPER accepts from CITY, a non-exclusive license to use the ROW for the installation, operation, maintenance, repair and replacement of drainage and utility pipes and related drainage facilities ("Project Improvements"). The location of each Project Improvement is depicted in detail on **Exhibit "C"** attached hereto and incorporated herein by this reference. In exchange, LICENSEE agrees to pay to CITY as compensation for this Agreement and the license granted herein, the sum of One Dollar (\$1.00) per annum. Receipt of the first payment of One Dollar (\$1.00) is

acknowledged hereby. CITY and LICENSEE acknowledge and agree that the foregoing non-exclusive license includes DEVELOPER's installation of the initial Project Improvements.

#### 2. TERM.

Except as expressly provided herein, the term of this Agreement shall run in perpetuity provided the LICENSEE continues to maintain the Project Improvements in good operating condition as reasonably determined by the CITY. Should the CITY reasonably determine that the LICENSEE has failed to maintain the Project Improvements, or that the public's health, safety or welfare is at risk, or should City require use of the ROW for a greater municipal purpose, then LICENSEE (and DEVELOPER, prior to completion of the Project Improvements) shall be provided written notice to cease use of the ROW as it relates to the installation, operation and maintenance of the Project Improvements upon sixty (60) days written notice from the CITY. Notice shall be sent in writing, in accordance with Paragraph 13 hereof.

#### 3. USE OF PREMISES.

- A. LICENSEE and DEVELOPER shall use and occupy the ROW for the installation, operation, maintenance, repair and replacement of the Project Improvements.
- B. LICENSEE and DEVELOPER specifically agrees that the ROW shall not be used for any other purpose whatsoever without the CITY's written consent. LICENSEE and DEVELOPER shall not permit the ROW to be used or occupied in any manner that is inconsistent with the use rights granted hereby or that violates any laws or regulations of any governing authority. DEVELOPER shall provide reasonable documentation (such as pictures, video, topographic surveys) to the CITY Engineer to establish the conditions that existed within the ROW prior to installation and construction of the Project Improvements. DEVELOPER hereby agrees that any and all damage caused as a result of such installation and construction of the Project Improvements to any ROW elements, including, but not limited to pavement, curbs, sidewalks,

landscaping, trees, irrigation, utility poles, located within the CITY ROW shall be restored or repaired to a condition equal to or better than that existed prior to commencement of construction or installation of the Project Improvements. Similarly, DEVELOPER shall be responsible for damage to any subsurface features including, but not limited to, water service lines, utility access lines, covers, water meter boxes, water isolation valve systems, and sanitary sewer cleanouts that may be damaged as a result of removing asphalt, base materials, compaction, or paving operations. DEVELOPER shall be responsible for verifying all underground utilities prior to digging in any area of the ROW. DEVELOPER shall notify all necessary utility companies, 48 hours in advance prior to digging, for verification of all underground utilities, irrigation and any other obstructions and coordinate such utility review prior to initiating the construction and installation of the Project Improvements. DEVELOPER agrees to submit an Engineering Permit with the appropriate fee, along with a site plan or location plan, blueprints and other documentation as required by the City Engineering Department for the issuance of a permit for the Project Improvements and in consideration of the CITY agreeing to this Agreement and the license herein. Compliance with this Agreement does not in any way waive any other CITY building or construction ordinances, fees or requirements. DEVELOPER shall not commence construction of the Project Improvements or use the ROW prior to obtaining all necessary permits and approvals.

#### 4. ASSIGNMENT.

LICENSEE is not permitted to assign, transfer, convey or otherwise dispose of this Agreement to any other person or business entity without the CITY's prior reasonable written consent. Notwithstanding anything to the contrary herein, LICENSEE and CITY agree that with the exception of the initial construction of the Project Improvements by DEVELOPER ("Initial Construction Work"), LICENSEE shall be the entity responsible for administering the Project and

therefore, LICENSEE, by its execution hereof, hereby accepts and assumes all ongoing rights, duties, obligations, responsibilities and liabilities arising under this Agreement.

#### 5. MAINTENANCE.

LICENSEE agrees to at all times maintain and repair, during the term of this Agreement, at its sole cost and expense the Project Improvements and ensure that such Project Improvements are in good working condition, as reasonably determined by the CITY. DEVELOPER agrees that construction activities shall not commence until LICENSEE submits to the CITY Engineering Department a maintenance plan for approval.

DEVELOPER assumes all risks for the Initial Construction Work within the ROW and shall be solely responsible and answerable for damages related to all accidents or injuries to person or property directly arising out of or solely caused by the performance of any of the work done by or at the direction of DEVELOPER in connection with the Initial Construction Work pursuant to this Agreement, regardless whether occasioned by DEVELOPER, its officers, employees, contractors or agents. LICENSEE assumes all risks in the operation, maintenance, repair and replacement of the Project Improvements within the ROW and shall be solely responsible and answerable for damages related to all accidents or injuries to person or property directly arising out of or solely caused by the performance of any of the work done by LICENSEE pursuant to this Agreement, regardless whether occasioned by LICENSEE, its officers, employees, contractors or agents. DEVELOPER and LICENSEE agree that they shall not make any alteration to the Project Improvements that would increase the Project Improvements' size or capacity or any other substantial alteration without the CITY's prior written consent.

#### 6. INDEMNIFICATION.

A. DEVELOPER shall indemnify, defend and hold harmless the CITY and its officials, agents and employees from and against any and all claims, losses, suit actions, damages,

liabilities, expenditures, or causes of action, including attorney fees, of any kind arising from accidents or injuries to person or property directly arising out of or solely caused by the performance of any of the work done by or at the direction of DEVELOPER in connection with the Initial Construction Work pursuant to this Agreement (collectively, "Initial Construction Losses"), but only to the extent such Initial Construction Losses were caused by DEVELOPER and/or the exercise of its rights hereunder. DEVELOPER acknowledges and agrees that the CITY's authorization to use, and DEVELOPER's benefit it receives from its use of the CITY's ROW under this Agreement shall serve as consideration for such indemnification.

- B. DEVELOPER shall be solely responsible and answerable for damages related to all accident or injuries to person or property arising out of or caused in the performance of the Initial Construction Work pursuant to this Agreement by or on behalf of DEVELOPER. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by the CITY as provided for in Section 768.28, Florida Statutes.
- C. LICENSEE shall indemnify, defend and hold harmless the CITY and its officials, agents and employees from and against any and all claims, losses, suit actions, damages, liabilities, expenditures, or causes of action, including attorney fees, of any kind arising pursuant to use of City's ROW from this Agreement (collectively, "Losses"), but only to the extent such Losses were caused by LICENSEE and/or the exercise of its rights hereunder. LICENSEE acknowledges and agrees that the CITY's authorization to use, and LICENSEE'S benefit it receives from its use of the CITY's ROW under this Agreement shall serve as consideration for such indemnification.
- D. LICENSEE shall be solely responsible and answerable for damages related to all accident or injuries to person or property arising out of or caused in the performance of the operation, maintenance, repair and replacement of the Project Improvements done pursuant to this

Agreement by or on behalf of LICENSEE. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by the CITY as provided for in Section 768.28, Florida Statutes.

#### 7. INSURANCE.

LICENSEE shall procure at its own cost and expense Comprehensive General Liability Insurance coverage in an amount not less than One Million (\$1,000,000.00) Dollars combined single limit in addition to any other insurance or bond CITY may reasonably require, which insurance shall protect LICENSEE, CITY, and their officers and employees form any claims for damages to property and for personal injuries, including death, which may arise on said ROW as a result of the rights granted hereby and during the term of this Agreement and any renewals. The insurance policy shall contain a sixty (60) day cancellation clause period and a Certificate of Insurance shall be furnished the CITY, naming the City of Pompano Beach as an additional insured pursuant to this Agreement, said Certificate of Insurance to be approved by the CITY's Risk Manager prior to execution of this Agreement. A copy of said Certificate of Insurance is attached hereto as **Exhibit "D"** and incorporated herein by this reference. The requirements of this Section shall only apply to DEVELOPER while Developer is using the ROW under this Agreement for the Initial Construction Work as provided herein.

#### 8. TAXES.

As further consideration for the CITY entering into this Agreement, LICENSEE agrees to pay any taxes of whatever nature which may validly be levied against the ROW as a result of LICENSEE's use of the ROW for the Project Improvements or pursuant to the rights granted herein and during the term of this Agreement.

#### 9. AMENDMENTS.

No modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto, with the same formality and of equal dignity herewith. Notwithstanding the foregoing, any amendment related to DEVELOPER or DEVELOPER's obligations hereunder shall also require the written consent of DEVELOPER.

#### 10. SURRENDER UPON TERMINATION.

A. LICENSEE shall peaceably surrender the ROW and restore the ROW to at least its original condition upon CITY's written notice in the manner provided for in Section 13 below, that LICENSEE has failed to maintain the Project Improvements to the CITY's satisfaction or for other reasons as provided for in this Agreement.

B. LICENSEE shall remove from the ROW, at LICENSEE's own expense, any Project Improvements, fixtures, equipment or other personal property LICENSEE or DEVELOPER has installed therein and, thereafter, the license granted herein shall be considered abandoned and terminated. Upon completion of LICENSEE's removal as aforestated, the condition of the ROW shall restored to at least its prior original condition as reasonably determined by the CITY.

#### 11. NONWAIVER.

Failure of the CITY to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right, but the same shall remain in full force and effect. None of the conditions, covenants or provisions of this Agreement shall be waived or modified except by the parties hereto in writing.

#### 12. TERMINATION.

This Agreement may only be terminated by CITY for a cause as set forth in Section 2 above, upon sixty (60) days written notice to LICENSEE (and to DEVELOPER until completion of the Initial Construction Work) and with reasonable opportunity to cure. It is expressly understood by the parties that LICENSEE is receiving from CITY a revocable license that may be terminated by the CITY as aforestated. If this Agreement is terminated by CITY for a cause and after reasonable opportunity granted to LICENSEE and DEVELOPER (as applicable) to cure, LICENSEE shall be solely responsible for any expenses incurred to remove its personal property including equipment, with no right to compensation of any kind from CITY. If LICENSEE's or DEVELOPER's use of the ROW poses an imminent risk to the public's health, safety or welfare, and the LICENSEE or DEVELOPER, as applicable, receive written notice from CITY to immediately cease and desist such use, LICENSEE and DEVELOPER (as applicable) shall promptly remove the applicable Project Improvement posing the risk to the public's health, safety or welfare, and shall restore the area to its original condition, or better.

#### 13. NOTICES.

Any notice or demand under the terms of this Agreement or by any statute or ordinance that must be given or made by a party hereto shall be in writing and shall be given by certified mail to the other party at the address set forth below or to such other address as such party may from time to time designate by notice, except where otherwise provided. The initial addresses of the parties are as follows:

FOR CITY:

City Manager

City of Pompano Beach Post Office Box 1300

Pompano Beach, Florida 33061

**COPY TO:** 

City Engineer

City of Pompano Beach Post Office Box 2083

Pompano Beach, Florida 33061

FOR LICENSEE:

Hunters Manor Homeowners' Association, Inc.

c/o 6123 Lyons Road

Coconut Creek, Florida 33073

FOR DEVELOPER:

D.R. Horton, Inc.

6123 Lyons Road

Coconut Creek, Florida 33073 Attention: Darlene De Paula

COPY TO:

Shutts & Bowen, LLP

201 East Las Olas Blvd.

Suite 2200

Fort Lauderdale, Florida 33301 Attention: Sandra Krumbein, Esq.

#### 14. MISCELLANEOUS PROVISION.

It is expressly understood and agreed that no real or personal property is leased to LICENSEE; that this is a license, not a lease, provided by this Agreement; that the LICENSEE's and DEVELOPER's respective rights to use the ROW is subordinate to CITY's use of the ROW and, should any relocation of any CITY owned utility be necessitated at any time in the future, then LICENSEE shall relocate the Project Improvements, subject to reasonable approval of relocation plans by the CITY.

#### 15. LAWS AND ORDINANCES.

LICENSEE and DEVELOPER shall observe all laws and ordinances of the City, County, State of Florida and Federal governing authorities directly relating to the ROW's use and the construction, installation and maintenance of the Project Improvements.

#### 16. RECORDATION OF AGREEMENT.

This Agreement shall be recorded in the Public Records of the County at the LICENSEE's expense, with a recorded copy given to CITY.

#### 17. GOVERNING LAW AND VENUE; WAIVER OF JURY TRIAL

A. The Agreement shall be governed by the laws of the state of Florida, both as to interpretation and performance. CITY, LICENSEE and DEVELOPER submit to the

jurisdiction of State and Federal courts located in Florida with respect to any claims or disputes under this Agreement. The parties agree that proper venue for any suit at law or in equity attendant to this Agreement shall be instituted and maintained only in courts of competent jurisdiction in the County upon which the ROW is located, specifically Broward County, Florida.

- B. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and in addition to every other remedy given herein, now or hereafter existing at law or in equity or by statue or otherwise, but the LICENSEE, DEVELOPER and the CITY waive all rights to sue or collect from the other any damages other than direct damages and they expressly waive benefit of the bargain, punitive, special, exemplary, treble or consequential damages.
- C. By entering into this Agreement, the parties expressly waive any rights either party may have to a trial by jury in connection with any litigation related to this Agreement. If a party fails to withdraw a request for a jury trial in a lawsuit arising out of this Agreement after written notice by the other party of violation of this subsection, the party making the request for jury trial shall be liable for the reasonable attorneys' fees and costs of the other party in contesting the request for jury trial, and such amounts shall be awarded by the court in adjudicating the motion.

#### 19. NO THIRD PARTY BENEFICIARIES.

The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement, except as otherwise expressly provided herein. Except as expressly provided herein, none of the parties intends to directly or substantially benefit a third party by this Agreement. Except as expressly provided herein as to a homeowners' association created to operate the Project, the parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert

a claim against any of the parties based on this Agreement. Nothing herein shall be construed as consent by any agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.

#### 20. NONDISCRIMINATION.

LICENSEE and DEVELOPER shall not discriminate against any person in the performance of duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

#### 21. CONTINUITY.

This Agreement shall be binding on and inure to the benefit of the parties, their successors and assigns.

#### 22. PUBLIC RECORDS.

- A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Licensee shall comply with Florida's Public Records Law, as amended. Specifically, the Licensee shall:
- 1. Keep and maintain public records required by the City in order to perform the service.
- 2. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Licensee does not transfer the records to the City.
- 4. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Licensee, or keep and maintain public records required by the City to perform the service. If the Licensee transfers all public records to the City upon completion of the contract, the Licensee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Licensee keeps and maintains public records upon completion of the contract, the Licensee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

B. Failure of the Licensee to provide the above described public records to the City within a reasonable time may subject Licensee to penalties under 119.10, Florida Statutes, as amended.

#### PUBLIC RECORDS CUSTODIAN

IF THE LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK 100 W. Atlantic Blvd., Suite 253 Pompano Beach, Florida 33060 (954) 786-4611 RecordsCustodian@copbfl.com

#### 23. FORCE MAJEURE.

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 commotions, pandemic, epidemic and/or government shut downs or by reason of any other matter or condition beyond the reasonable control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds alone on the part of LICENSEE and DEVELOPER be deemed Force Majeure.

#### 24. ENTIRE AGREEMENT AND INTERPRETATION.

A. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and both parties agree there are no commitments, agreements or understandings concerning the subject matter herein that are not contained in this Agreement. Accordingly, both parties agree

no deviation from the terms herein shall be predicated upon any prior representations or agreements, whether oral or written.

B. Regardless of which party or party's counsel prepared the original draft and subsequent revisions of this Agreement, CITY, LICENSEE and DEVELOPER and their respective counsel have had equal opportunity to contribute to and have contributed to its contents, and this Agreement shall not be deemed to be the product of one party, and therefore construed against either party.

C. It is further agreed that the omission of a term or provision contained in an earlier draft of this Agreement shall have no evidentiary significance regarding the contractual intent of the parties and that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document agreed to and executed by authorized representatives of both parties with the same formality of this Agreement.

## REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

	"CITY":
Witnesses:	CITY OF POMPANO BEACH, a municipal corporation of the State of Florida
	By:REX HARDIN, MAYOR
	By:GREGORY P. HARRISON, CITY MANAGER
Attest:	
ASCELETA HAMMOND, CITY CLERK	(SEAL)
Approved As To Form:	
MARK E. BERMAN, CITY ATTORNEY	
STATE OF FLORIDA COUNTY OF BROWARD	
The foregoing instrument was ackn	owledged before me, by means of □ physical presence
HARDIN as Mayor, GREGORY P.	day of
NOTARY'S SEAL:	NOTARY PUBLIC, STATE OF FLORIDA
	(Name of Acknowledger Typed, Printed or Stamped)
	Commission Number

## "LICENSEE":

Rebeca Caltes 6/23 Lyons RD Print Name Cooper clear, pc 3307  O173 Lyons Rd  Annamoute Palumbo coconut creek, Print Name	
STATE OF FLORIDA COUNTY OF COUNCIL	
The foregoing instrument was acknown or online notarization, this as HOMEOWNERS' ASSOCIATION, INC. personally known to me or has produced (type of identification) as identification.	day of April , 2025, by of HUNTERS MANOR, a Florida corporation not-for-profit. He/she is
NOTARY'S SEAL:	NOTARY PUBLIC, STATE OF FLORIDA
DARLENE DE PAULA  Notary Public - State of Florida  Commission # HH 140298  My Comm. Expires Jun 10, 2025  Bonded through National Notary Assn.	Name of Acknowledger Typed, Printed or Stamped)  HH140298  Commission Number

# "DEVELOPER":

Witnesses:	D.R. HORTON, INC., a Delaware corporation
2000	By:
Rapara Robert Institute Da	Name: RACAGE J. ROCA
TUDE (HOLLES VIZZUJONS PO	Title: \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
Print Name Coconit cases Re 33073  Annum Wie Palumbo  6123 Lyons Rd, 1000nut Kd, FL 33073	
Print Name	
STATE OF FLORIDA COUNTY OF COWARD	
or online notarization, this Rafael J Roca as Vi	owledged before me, by means of physical presence day of D.R. HORTON, INC., a personally known to me or has produced (type of identification) as identification.
	Darleus to Paula
NOTARY'S SEAL:	NOTARY PUBLIC, STATE OF FLORIDA
DARLENE DE PAULA Notary Public - State of Florida Commission # HH 140298 My Comm. Expires Jun 10, 2025 Bonded through National Notary Assn.	(Name of Acknowledger Typed, Printed or Stamped)
	Commission Number

#### **EXHIBIT "A"**

#### LEGAL DESCRIPTION OF LICENSEE PROPERTY

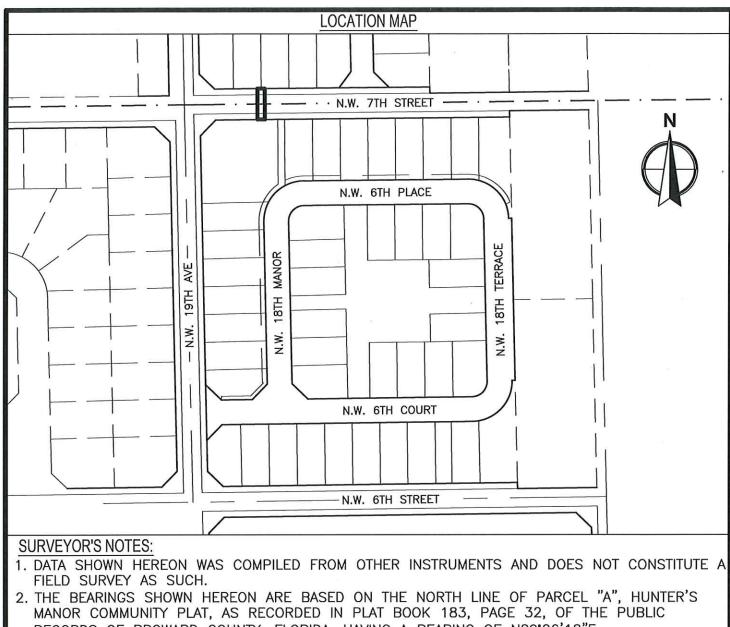
Parcel "A" and Parcel "B" of HUNTER'S MANOR COMMUNITY PLAT, according to the Plat thereof, as recorded in Plat Book 183, Page 32, of the Public Records of Broward County, Florida.

#### TOGETHER WITH:

A portion of Lot 9 Block 11, HUNTER'S MANOR, as recorded in Plat Book 19, Page 27, of the Public Records of Broward County, Florida, more particularly described as follows: The East 50.00 feet of Lot 9, less the North 25.00 feet of Lot 9 and Less the South 150.00 feet of Lot 9, Block 11.

# EXHIBIT "B"

# LEGAL DESCRIPTION OF THE ROW



RECORDS OF BROWARD COUNTY, FLORIDA, HAVING A BEARING OF N89'26'18"E.

TASK:

CAD

FOR THE FIRM LEGEND: WGI, INC. POB = POINT OF BEGINNING Digitally signed by Kelsey M POC = POINT OF COMMENCEMENT Kelsey M Smith Date: 2025.04.10 R/W RIGHT-OF-WAY Smith 14:25:05 -04'00' BY: = OFFICIAL RECORD BOOK DATE: ORB KELSEY M. SMITH BROWARD COUNTY RECORDS B.C.R. =PROFESSIONAL SURVEYOR AND MAPPER PB = PLAT BOOK FLORIDA LICENSE NO. 7096 PG. = PAGE

2035 VISTA PARKWAY

WEST PALM BEACH, FL 3341

(NOT A SURVEY-DESCRIPTION AND SKETCH ONLY)

PROJECT: **HUNTER'S MANOR** 

AM

Plotted: 4/9/2025 6:12:36 AM Saved: 4/8/2025 8:03:56

Hunters Manor Development\SURVEY\Drawings\Survey\Parcel Sketches\557800—SV—S&D—LA1.dwg

Stotler P:\5500\5578.00

LICENSE AGREEMENT

SHEET:

PHONE NO. 561.687.2220 CERT NO. 33574 LB NO. 7055 PREPARED BY:

DRAWN/DESIGNED MS CHECKED/QC KS 5578.00 JOB NO. 04/08/2025 DATE

557800-SV-S&D-LA1.DWG

### LEGAL DESCRIPTION:

A TWELVE FOOT (12.00') WIDE STRIP OF LAND IN THE RIGHT-OF-WAY OF NORTHWEST 7TH STREET, AS RECORDED IN PLAT BOOK 19, PAGE 27, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND LYING BETWEEN PARCEL "A", AND PARCEL "B" HUNTER'S MANOR COMMUNITY PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 183, PAGE 32, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE NORTH 89°26'18" EAST, ALONG THE COMMON LINE BETWEEN THE NORTH LINE OF SAID PARCEL "A" AND THE SOUTH RIGHT—OF—WAY LINE OF SAID NORTHWEST 7TH STREET, A DISTANCE OF 67.90 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°33'42" WEST DEPARTING SAID COMMON LINE, TO A COMMON LINE BETWEEN THE NORTH LINE OF SAID RIGHT—OF WAY, AND THE SOUTH LINE OF SAID PARCEL "B", A DISTANCE OF 50.00 FEET; THENCE NORTH 89°26'18" EAST ALONG SAID COMMON LINE, A DISTANCE OF 12.00 FEET; THENCE SOUTH 00°33'42" EAST DEPARTING SAID COMMON LINE BETWEEN THE NORTH RIGHT—OF—WAY LINE OF NORTHWEST 7TH STREET AND SAID SOUTH LINE OF PARCEL "B", TO A COMMON LINE BETWEEN SAID SOUTH RIGHT—OF—WAY LINE OF NORTHWEST 7TH STREET, AND SAID NORTH LINE OF PARCEL "A", A DISTANCE OF 50.00 FEET; THENCE SOUTH 89°26'18" WEST ALONG SAID COMMON LINE, A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND SITUATE IN SECTION 34, TOWNSHIP 48 SOUTH, RANGE 42 EAST, CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA.

SAID LANDS CONTAIN 600 SQUARE FEET, MORE OR LESS.

(NOT A SURVEY-DESCRIPTION AND SKETCH ONLY)

PROJECT:

HUNTER'S MANOR

TASK:

LICENSE AGREEMENT

PREPARED BY:

PHONE NO. 561.687.2220

CERT NO. 33574

LB NO. 7055

CONTROL OF THE PARKWAY

WEST PALM BEACH, FL 33411

 CAD
 557800—SV—S&D—LA1.DWG

 DRAWN/DESIGNED
 MS

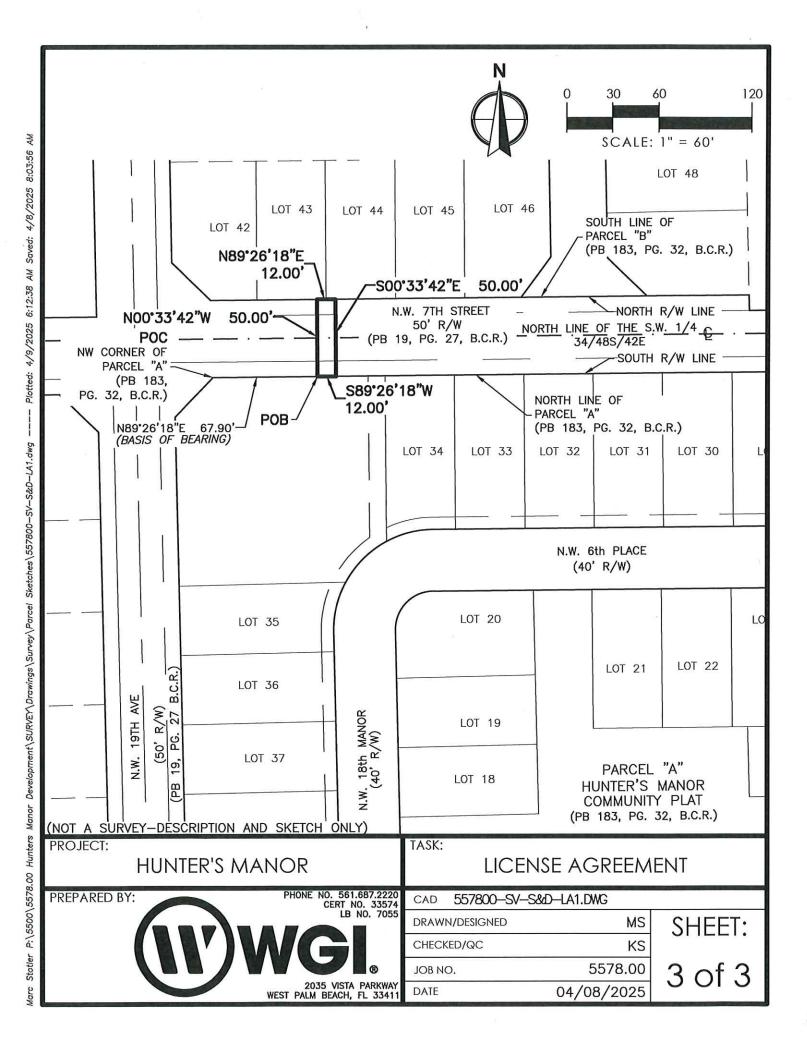
 CHECKED/QC
 KS

 JOB NO.
 5578.00

 DATE
 04/08/2025

2 of 3

SHEET:



# EXHIBIT "C"

# **DEPICTION OF PROJECT IMPROVEMENTS**

# NW 19th Ave **Proposed Storm** Water Pipe in City's ROW Retention Area Dry Retention Area TO THE WALL STORY OF THE STORY Proposed Storm Water Pipes (typ.) NW 18th Way Retention Proposed Area Storm Water Pipes (typ.) NW 6th Place Property Line (typ.)

# EXHIBIT "D"

# **CERTIFICATE OF INSURANCE**



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/15/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the nolicy(les) must be endorsed. If SUBROGATION IS WAIVED subject to

	e terms and conditions of the policy	, cer	tain p	policies may require an er	ndorse	ment. A stat	tement on th	is certificate does	s not c	onfer r	ights to the
	DUCER	Some	, iii(S)	)•	CONTA NAME:	CT Enid Day	ri o				
Th	e Loomis Company				PHONE (A/C, No, Ext): 954-772-0448 ext2137 (A/C, No): 954-772-0447						72 0447
29	29 E. Commercial Boulevard				E-MAIL	o, Ext): 954-7	loomisco c	CZ137 (/	A/C, No):	954-7	72-0447
Ft	. Lauderdale, FL 33308				E-MAIL ADDRESS: edavis@loomisco.com						
(9	54) 772-0448				INSURER(S) AFFORDING COVERAGE						NAIC#
INSU	RED				INSURER A: Evanston Insurance Co.						
11/21/20	nters Manor HOA Inc				INSURER B: Philadelphia Ins Co.						
c/	REALMANAGE FAMILY OF BRANDS	Ê			INSURER C: Philadelphia Ins Co.						
11	784 West Sample Road				INSURER D:						
	ral Springs, FL 33073				INSURER E :						
CO	/ERAGES CEI	TIEI	CATE	E NIIMBED:	INSURE	RF:		DEVISION NUMB	DED:		
COVERAGES  CERTIFICATE NUMBER:  REVISION NUMBER:  THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.											
INSR LTR	TYPE OF INSURANCE	INSR	WVD	SUBR WVD POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	(P (Y) LIMITS		S	
Α	GENERAL LIABILITY	X		APP113051243		4/10/2025	4/10/2026	EACH OCCURRENCE		\$1,00	0,000
	X COMMERCIAL GENERAL LIABILITY							DAMAGE TO RENTED PREMISES (Ea occurre		\$100,000	
	CLAIMS-MADE X OCCUR							MED EXP (Any one per	rson)	\$1,00	0
								PERSONAL & ADV INJ	JURY	\$1,00	0,000
								GENERAL AGGREGAT	TE	\$2,00	0,000
	GEN'L AGGREGATE LIMIT APPLIES PER:			8				PRODUCTS - COMP/O	P AGG	\$ Excl	uded
	POLICY PRO- JECT LOC									\$	
Α	AUTOMOBILE LIABILITY							COMBINED SINGLE LI (Ea accident)	IMIT	\$	
	ANY AUTO							BODILY INJURY (Per p	person)	\$	
	ALL OWNED SCHEDULED AUTOS NON-OWNED							BODILY INJURY (Per a	accident)	\$	
	X HIRED AUTOS X NON-OWNED AUTOS							PROPERTY DAMAGE (Per accident)		\$	
								70-40 - C. 10-40 - C. 10-10 - C.		\$	
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE		\$	
	EXCESS LIAB CLAIMS-MADE			-				AGGREGATE		\$	
	DED RETENTION \$									\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  Y/N							WC STATU- TORY LIMITS	OTH- ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A						E.L. EACH ACCIDENT	CCIDENT \$		
1 1	(Mandatory in NH)							E.L. DISEASE - EA EMPLOYEE \$			
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY	Y LIMIT	\$	
0.000	B Directors & Officers			668441		4/10/2025	4/10/2026	Limits:\$1,000	,000-R	Retent	ion:\$1,000
C	Crime			668444		4/10/2025	4/10/2026	Limits:\$50,000 - Retention		on: \$500	
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHI	CLES (	Attach	ACORD 101, Additional Remarks	Schedule	e, if more space is	required)				
	ation: 1824-1884 NW 6th Court,	_		The state of the s		Location: 1	.859 NW 7th	Street, Pompar	no Bea	ch, FI	33069
					Location: 716-892 NW 18th Way, Pompano Beach, FL 33069						
	Location: 1830-1867 NW 6th Place, Pompano Beach, FL 33069 Location: 631 & 351 NW 18th Terrace, Pompano Beach, FL 33069 Units 59										
City of Pompano Beach is named as additional insured for GL coverage, but only as respects work performed by or on behalf of the named insured and where required by written contract.											
CEF	TIFICATE HOLDER			a .	CANC	ELLATION					
City of Pompano Beach 100 West Atlantic Blvd Pompano Beach, FL 33060			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.								
					AUTHORIZED REPRESENTATIVE  Heath Medina						