

**FIRST AMENDMENT TO EXCLUSIVE USE AGREEMENT**

**THIS FIRST AMENDMENT** is dated the \_\_\_\_\_ day of \_\_\_\_\_, **2022**, by and between:

**THE CITY OF COOPER CITY**, a municipal corporation of the State of Florida with a business address of 9090 S.W. 50<sup>th</sup> Place, Cooper City, Florida 33328 (hereinafter referred to as the "CITY")

and

**COOPER CITY OPTIMIST CLUB, INC.**, a nonprofit corporation authorized to do business in the State of Florida, with a business address of 10500 Stirling Road, Cooper City, 33026, hereinafter referred to as "LICENSEE". CITY and LICENSEE may be collectively referred to as the "Parties".

**WITNESSETH:**

**WHEREAS**, on February 23, 1993, the CITY and LICENSEE entered into an Exclusive Use Agreement ("Original Agreement") whereby the CITY granted to LICENSEE permission to enter into and upon certain CITY-owned property for the purpose of the construction, maintenance and use of a building to be used as a meeting, storage facility, and a concession stand; and

**WHEREAS**, the Original Agreement expires on February 22, 2023; and

**WHEREAS**, the Original Agreement provides for an extension of the term by action of the Parties; and

**WHEREAS**, the Parties seek to amend the Original Agreement and extend the term in accordance with the terms and conditions set forth herein; and

**NOW, THEREFORE**, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereto agree as follows:

**SECTION 1.** The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference. The Original Agreement is attached hereto as Exhibit "A," and incorporated herein by reference.

**SECTION 2.** The Original Agreement is hereby renewed for an additional thirty (30) year term, which shall commence on February 23, 2023 and terminate on February 22, 2053. The Original Agreement, as amended, may be terminated by the City in the event that Resolution No. 12-7-5, adopted July 30, 2012, is repealed or rescinded by the Cooper City City Commission and if the LICENSEE is no longer recognized by the CITY as the entity engaged to organize, supervise and deliver youth sports to the CITY's residents. In the event of a termination by the CITY pursuant

to this section, the CITY shall provide the LICENSEE with at least three hundred sixty (360) days written notice prior to the effective date of the termination.

**SECTION 3.** In the event of any conflict or ambiguity by and between the terms and provisions of this First Amendment, and the Original Agreement, the terms and provisions of this First Amendment shall control to the extent of any such conflict or ambiguity.

**SECTION 4.** The terms and conditions of the Original Agreement shall remain in full force and effect, except as specifically amended herein.

**IN WITNESS OF THE FOREGOING,** the parties have set their hands and seals the day and year first written above.

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

**CITY:**

CITY OF COOPER CITY, FLORIDA

ATTEST:

\_\_\_\_\_  
TEDRA ALLEN, CITY CLERK

By: \_\_\_\_\_  
MAYOR GREG ROSS

APPROVED AS TO FORM:

\_\_\_\_\_  
OFFICE OF THE CITY ATTORNEY

**LICENSEE:**

**COOPER CITY OPTIMIST CLUB, INC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

**BEFORE ME**, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of the Cooper City Optimist Club, Inc. for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

**IN WITNESS OF THE FOREGOING**, I have set my hand and official seal at in the State and County aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, **2022**.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Name of Notary Typed, Printed or Stamped)

EXCLUSIVE USE AGREEMENT

This Agreement made this 23rd day of February, 1993, by and between the CITY OF COOPER CITY, 9090 Southwest 50 Place, Cooper City, Florida, a Florida Municipal Corporation. referred to as the Licensor, and the COOPER CITY OPTIMISTS, INC., \_\_\_\_\_, a Florida Not-For Profit Corporation, referred to as Licensee.

Licensor hereby grants to Licensee, and Licensee's members, guests and invitees, the right, privilege and permission to enter into and upon a certain tract of land owned by the Licensor and as more particularly shown on the attached sketch as Exhibit "A".

Such entry is for the purpose of the construction, maintenance and use of a building to be used as a meeting and storage facility, and a concession stand.

Licensee agrees to the following:

(1) It shall construct a building which has been approved by the Licensor at Licensee's own cost and expense.

(2) It shall be responsible for the payment of all utility charges including electric, water and sewer, cable television, garbage, etc.

(3) It shall be responsible for interior and exterior maintenance. The exterior color and architectural features of the building may not be changed without the written consent of the City Manager or his designee.

(4) It shall maintain at its own cost and expense extended coverage and liability insurance at limits and conditions as approved by the City manager or his designee. The Licensor shall be named as an additional insured and shall receive any notice of cancellation. It shall produce evidence of such insurance on an annual basis.

(5) It shall abide by all City Codes and the Rules and Regulations with respect to operation of Licensor's recreational facilities.

(6) It shall prohibit the sale and/or consumption of alcoholic beverages; rental or use by other groups, use between the hours of 11:00 p.m. and 7:00 a.m., overnight lodging and the storage of flammable and/or hazardous materials.

The consideration for this Exclusive Use Agreement is set forth in paragraphs (1) through (6) above. The term of the license is thirty (30) years, or sooner should the Licensee cease to exist. The term may be extended by action of the parties hereto.

In consideration of the privilege herein granted, Licensee will not claim any damages from Licensor in connection with or on account of any injuries or damages arising in or on the above-described property while being used by Licensee and Licensee's members, guests, or invitees, and Licensee further agrees to indemnify and save harmless Licensor from all claims or damages

in connection with the use of the property by Licensee and Licensee's members, guests, or invitees.

IN WITNESS WHEREOF, the parties have signed this Agreement at Cooper City, Broward County, Florida, the date and year first above written.

LICENSOR:  
THE CITY OF COOPER CITY,  
a Florida municipal

corporation

ACKNOWLEDGED BY:

Susan Bernard  
City Clerk

(SEAL)

By: Mellen Feldman

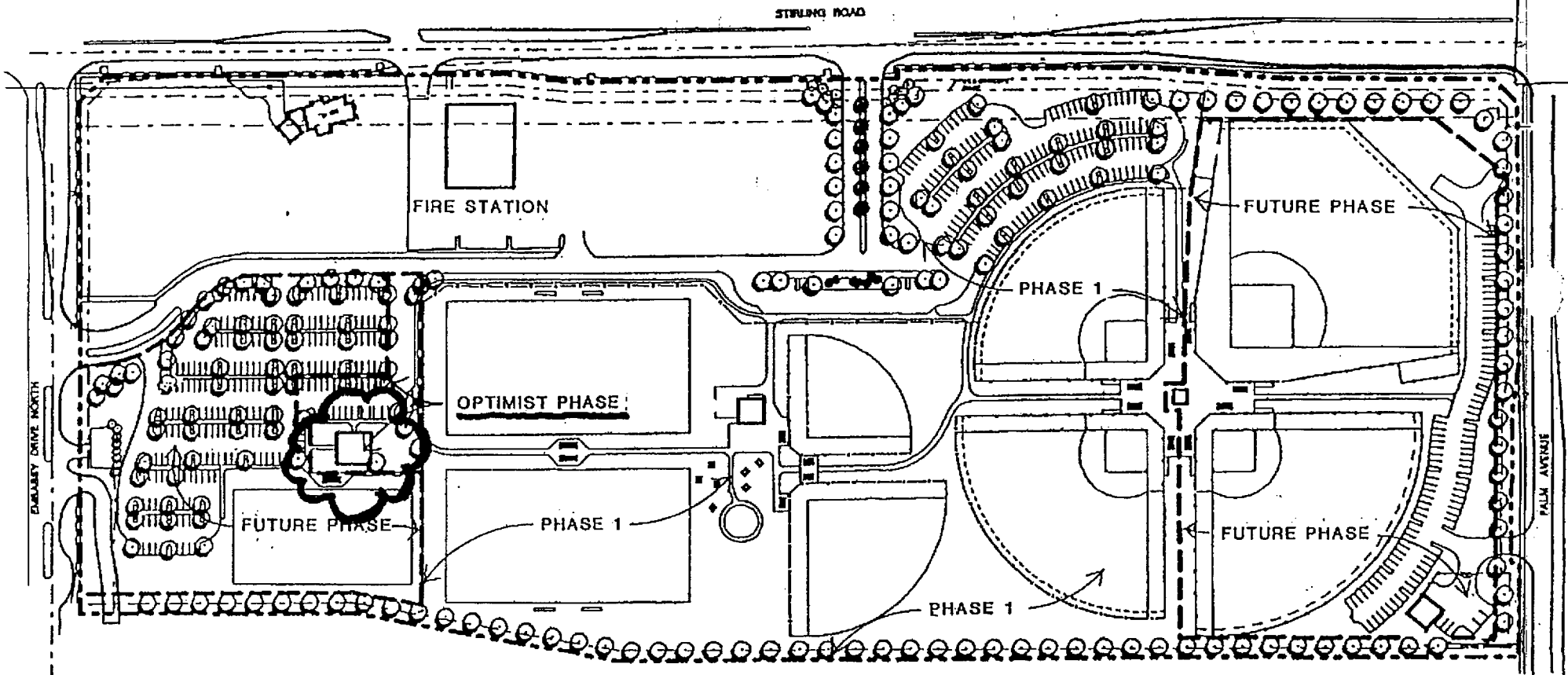
LICENSEE:  
COOPER CITY OPTIMISTS,  
INC., a Florida corporation

ACKNOWLEDGED BY:

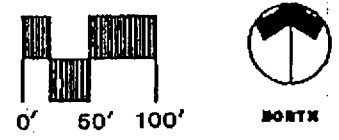
A. Kenneth Wagner  
Secretary

(SEAL)

By: Tom Alan Friedrich  
President



- KEY
- BRAGE TREE
  - CYPRIPETAL TREE
  - PALM TREE



**Keith & Schnare, P.A.**  
 5000 NORTH JOHNSON AVENUE  
 FORT LAUDERDALE, FLORIDA  
 BY GORD EBERHARDT, FLS 1000-001  
 DATE: OCTOBER 1991

# PARK MASTER PLAN

## COOPER CITY MUNICIPAL FACILITY

COOPER CITY, FLORIDA