

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:

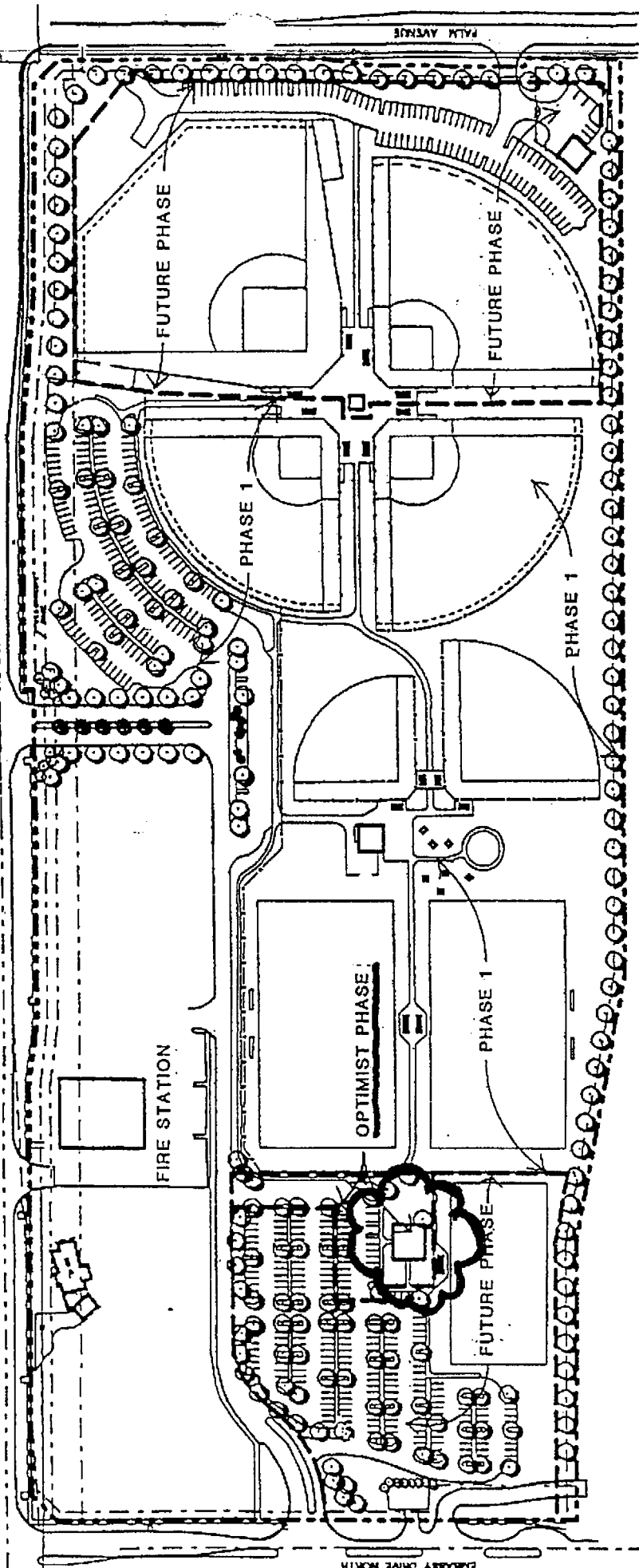
A. Kenneth Wagner  
Secretary

(SEAL)

By: Tom Alan Friedrich  
President

STIRLING ROAD

FLYING AVENUE



DARLBY DRIVE NORTH

KEY

- BRACK TREE
- ENVIRONMENTAL TREE
- PALM TREE



# PARK MASTER PLAN COOPER CITY MUNICIPAL FACILITY COOPER CITY, FLORIDA

**Keith & Seaburg, P.A.**  
 1000 WEST UNIVERSITY AVENUE  
 SUITE 1000, COOPER CITY, FLORIDA 33426  
 DATE: OCTOBER 1988