

LICENSE TO MAINTAIN CATCH BASIN INLETS

THIS LICENSE TO MAINTAIN STORM SYSTEM CATCH BASINS (the “License”) is made and granted this ____ day of _____, 2026, by **ORIOLE CONDOMINIUM ONE CLUB, INC.**, a Florida not-for-profit corporation (“Licensor”), with a business address of 7777 Golf Circle Drive, Margate, FL 33063 to and in favor of the **CITY OF MARGATE**, a Florida municipal corporation (“Licensee”).

RECITALS

1. Licensor is the owner of that certain parcel of property located in Broward County, Florida, generally consisting of property adjacent to Golf Circle Drive, in Margate, Florida, located within the Licensee’s development as more particularly depicted on Exhibit “A”, which includes twenty-four (24) catch basin (CB-#) inlets located adjacent to the Golf Circle Drive right-of-way (the “License Area”).

2. Licensee maintains the right-of-way known as Golf Circle Drive within Licensor’s development, and Licensor has requested that the Licensee maintain the catch basin inlets located adjacent to the right-of-way, as depicted in Exhibit “A”. Licensee has requested that Licensor grant this License so as to enable Licensee to maintain the catch basin inlets within the License Area on the terms and conditions set forth herein.

3. Licensor has agreed to grant this License so on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements set forth herein and for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Grant of License. Licensor hereby grants to Licensee, on behalf of Licensor’s members and its and their successors and assigns, a non-exclusive license over, under, through and upon the License Area for the sole purpose of permitting the Licensee to maintain the catch basin inlets located within the License Area. The purpose hereof is to enable Licensee to maintain the catch basin inlets in a manner to ensure proper traffic flow for vehicles, bicyclists, and pedestrians on Golf Circle Drive subject to the Declaration and Licensor's land located within the License Area, as now and hereafter constituted and developed.

2. Maintenance Obligations. Licensee shall be responsible for the maintenance, of the catch basin inlets within and upon the License Area including, without limitation, at its sole cost and expense.

3. General Matters.

a. This License shall be interpreted and enforced according to the laws of the State of Florida and, subject to the provisions and monetary limitations of Section 768.28, Florida Statutes.

b. This License shall be binding upon, and inure to the benefit of, the parties and their respective members (in the case of Licensee), successors and assigns.

c. This License shall not be amended except by a written instrument executed by the party(ies) to be bound by such amendment.

4. Termination of License. Licensee acknowledges that its rights hereunder are that of a licensee only and that Licensor has the right, to terminate the rights of Licensee hereunder. As a condition precedent to termination of License by Licensor, Licensor agrees to send to Licensee a thirty (30) day written notice of any failure to perform and Licensee shall have ninety (90) days to cure its non-performance, except Licensee shall be given additional reasonable time where the cure of such non-performance cannot be completed within ninety (90) days and the Licensee shall have commenced to cure such non-performance within ninety (90) days after receipt of notice and diligently continues in good faith to cure the non-performance without material interruption. If License cures its non-performance this License shall not be terminated. The termination of Licensee's rights hereunder shall not terminate Licensor's rights hereunder including, but not limited to, its rights under Section 3 hereof.

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IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Margate through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the _____ day of _____, 2026; and Oriole Golf and Tennis Phase One Association, Inc. authorized to execute same.

CITY OF MARGATE, FLORIDA

Antonio V. Arserio, Mayor

Cale Curtis, City Manager

Date: _____

Date: _____

ATTEST:

APPROVED AS TO FORM:

Jennifer M. Johnson, City Clerk

David N. Tolces, City Attorney

Date: _____

Date: _____

ACCEPTANCE

ORIOLE CONDOMINIUM ONE CLUB, INC., a Florida non profit corporation and the "Licensee" under the foregoing License Agreement, hereby accepts same and agrees to be bound by the covenants, terms, conditions and restrictions thereof.

Witnesses:



Print Name: Diane Gizzi



Print Name: Maribel Velez

ORIOLE CONDOMINIUM ONE CLUB, INC., a Florida non profit corporation

By: 

Print Name: Larry Fetta
Title: President

(CORPORATE SEAL)

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 2 day February 2026, by _____ as President of Oriole Condominium One Club, Inc., a Florida non profit corporation, on behalf of the corporation, who (check one) [] is personally known to me or [] who produced _____ as identification.



Notary Signature

scott thibodeau

Print Notary Name

NOTARY PUBLIC
State of Florida at Large

My Commission Expires:

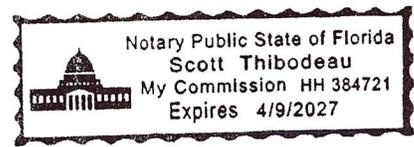


EXHIBIT "A"

