THREE LAKES

BOAT YARD LICENSE AGREEMENT

THIS SUB LICENSE AGREEMENT, hereinafter referred to as "Sub License" and/or "Agreement," is made between THREE LAKES PROPERTY OWNERS ASSOCIATION, INC., a Florida non-profit corporation, whose mailing address is 13321 SW 151st Terrace, Miami, FL 33186, hereinafter referred to as "Licensor" or "the Association" and _____, an individual or corporation that owns property address _____, in the Association, whose mailing address is: _____, hereinafter referred to as "Sub Licensee."

Authorized users under this Agreement are Sub Licensee and the following additional authorized users:

1. _____
2. _____
3. _____

WITNESSETH

WHEREAS, Licensor has a license with FLORIDA POWER & LIGHT COMPANY, a Florida corporation, which is the owner of title in fee simple to real property in Miami-Dade County, Florida, hereinafter referred to as "the Land" with the following legal description, as obtained from the license between Licensor and FLORIDA POWER & LIGHT COMPANY:

> A portion of the South ½ of Section 23, Township 55 South, Range 39 East, Dade County, Florida, being particularly described as follows:
> Commence at the Southeast corner of the plat of SILVER LAKES SECTION ONE, according to the plat thereof recorded in Plat Book 140, at Page 7 of the Public Records of Dade County, Florida; thence N38°47'56"E along the Southeasterly boundary line of said SILVER LAKES SECTION ONE for 217.70 feet to the POINT OF BEGINNING of the parcel herein described; thence from the above established Point of Beginning continue N38°47'56"E along the said Southeasterly boundary line of SILVER LAKES SECTION ONE for 888.81 feet; thence 851°12'04"E for 330.00 feet to a point on the Northwesterly Right-of-Way line of the "CSX" Railway Company's Right-of-Way; thence S38°47'56"W along the said Northwesterly Right-of-Way line of the "CSX" Railway Company's Right-of-Way for 466.01 feet to it's intersection with the Northerly Right-of-Way line to the South Florida Water Management canal C-1N, said point being on a circular curve concave to the South, said point bearing N38°47'56"E from the center of said curve; thence run the following courses and distances along the said Northerly Right-of-Way line of the South Florida Water Management canal C-IN: Northwesterly, Westerly and Southwesterly along the along said curve to the left, having for its elements a radius of 100.00 feet and a central angle of 90°00'00" for an arc distance of 157.08 feet to the point of tangency; thence S38°47'56"W for 101.90 feet to a point of curvature of a circular curve to the right; thence to the right along said curve having for its elements a radius of 50.00 feet and a central angle of 49°15'56" for an arc distance of 43.01 feet to the point of tangency; thence 888°04'51W for 280.52 feet to the Point of Beginning; less and except the East 90 feet of the North 300 feet thereof. Containing 4.668 acres more or less.

AND, WHEREAS, Sub Licensee desires to use the Land as stated herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, Licensor hereby grants and Sub Licensee hereby accepts this Sub License to use and occupy the Land upon the following terms, conditions and provisions:

TERMS, CONDITIONS, AND PROVISIONS

1. This Sub License incorporates in full, and Sub Licensee agrees to fully abide by, the Rules and Regulations Governing Operation of Motor Vessels and Personal Watercraft on the Community Lake, dated April 19, 2006 and recorded on May 4, 2006 in the Official Records Book 24489 at Page 3016 in the Public Records of Miami-Dade County, Florida, and any updates and amendments to said recorded document that appears subsequently, hereinafter referred to as "Rules and Regulations." Any provision herein that contradicts with a provision stated in the Rules and Regulations is to control.

2. Only those current in all fees and with no outstanding violations may utilize the Land as a Sub Licensee under this Agreement. The Association has full discretion regarding acceptance of this Agreement, and may opt to disallow a unit owner access to the Land under this Agreement without explanation.

3. Sub Licensee's Tenant(s) may be authorized to have access to the Land under the terms of this Agreement. This authorization may be subject to a credit check and/or background check. The Association has full discretion regarding any Sub Licensee's Tenant(s)' authorization, and may opt to disallow a Sub Licensee's Tenant access to the Land under this Agreement without explanation.

4. Each individual assigned a space under the terms of this Agreement must only park its vessel (boat), personal watercraft, recreational vehicle (motorhome, fifth wheels, travel trailers or camping trailer), trailer (boat, personal watercraft, utility or enclosed) or commercial vehicle within the boundary and designated markings of each space and not block the right of way of any other vehicle or encroach upon any other space. Any vessel, personal watercraft, recreational vehicle, trailer or commercial vehicle not parked within the boundary and designated markings of each space or that blocks the right of way of any other vehicle or encroaches upon any other space is subject to removal at the expense of its owner.

5. Sub Licensee agrees to never claim any interest or estate of any kind or extent whatsoever in the Land by virtue of this Sub License or the occupancy or use hereunder. Sub Licensee's use of the Land shall always be subordinate to Licensor's rights in the Land. Licensor reserves the right to enter upon the Land at any time for its purposes. Licensor and its contractors will not be responsible or liable for any damage or loss to Sub Licensee resulting from Licensor's use thereof for such purposes.

6. Sub Licensee shall not use the Land in any manner which, in the opinion of Licensor, may tend to interfere with Licensor's use of the Land or may tend to cause a hazardous condition to exist. Specifically, Sub Licensee shall not cause or permit any waste of the Land, including the removal of soil, addition of fill or altering of any existing conditions. Sub Licensee shall keep its portion of the Land licensed under this agreement clean and clear so as to prevent it from becoming unsightly and shall not store materials and will see to it that no debris or trash is dumped or deposited thereon. Sub Licensee shall keep the Land free and clear of rodents, bugs, and vermin and Sub Licensee shall use, at its cost and at such intervals as Licensor may reasonably require a reputable pest extermination contractor to provide extermination services to the Land. Sub Licensee shall not drill a well on the Land nor construct or erect any building, structure, fixture, fence, shelter, attachment, or other improvement, whether the same be permanent or temporary. It is understood by Sub Licensee that electrical equipment and appurtenances, including overhead and underground wires installed, are conductors of high-voltage electricity. Sub Licensee understands that disturbance of any of these facilities may cause a hazardous condition. Sub Licensee will exercise extraordinary precautions so as to prevent damage or injury to property or persons in the vicinity of such facilities. Sub Licensee agrees to notify its agents, invitees and guests of the existence of said high-voltage facilities and other installations.

7. Licensor, at its sole discretion, has the right to remove or cause to be removed by it or its contractors, all objects, materials, debris, vessels, watercrafts, recreational vehicles, commercial vehicles, or structures that create a hazardous condition to the Land or interfere with Licensor's use of the Land.

8. Sub Licensee agrees that no hazardous substance, as the term is defined in Section 101(14) of the Comprehensive Environmental Response Compensation and Liability Act ("CERCLAZ") (42 USC Section 9601[14]), petroleum products, liquids or flammables shall be placed on, under, transported across, or stored on the Land, which restricts, impairs, interferes with, or hinders the use of the Land by Licensor or the exercise of Licensor of any of its rights thereto. Sub Licensee agrees further that in the event it should create a hazardous condition, then upon notification by Licensor, Sub Licensee shall, within seventy-two (72) hours, at its sole cost and expense, correct such condition or situation; provided however that Licensor retains the right to enter upon the Land and correct any such condition or situation at any time and, by its execution hereof, Sub

Licensee hereby agrees to indemnify and hold harmless Licensor from all loss, damage or injury resulting from Sub Licensee's failure to comply with the provisions of this Agreement.

9. Sub Licensee agrees, at its sole cost and expense, to comply with all laws, rules, and regulations of any governmental authority having jurisdiction over the Land or use of the Land and to employ practices in compliance with Miami-Dade County for the purpose for which this Sub License is granted and for the protection of the Land.

10. Sub Licensee is responsible for its own vessel, personal watercraft, recreational vehicle, trailer and/or commercial vehicle and will not permit anyone to operate said vessel, personal watercraft, recreational vehicle, trailer, and/or commercial vehicle unless such a person agrees to abide by the Rules and Regulations and be subject to the terms of this Agreement.

11. Regardless of who owns a given vessel, personal watercraft, recreational vehicle, trailer or commercial vehicle in use on the Land, Sub Licensee is wholly responsible for, and has the duty to ensure that, the use and operation of a vessel, personal watercraft, recreational vehicle or commercial vehicle within its licensed area is at all times in full compliance with the Rules and Regulations and the terms of this Agreement.

12. Any vessel, personal watercraft, recreational vehicle and/or commercial vehicle which is parked in an unassigned space may immediately, upon discovery, be towed from the Land, without notice.

13. The Association shall not be responsible for any damages caused to a Sub Licensee's vessel, personal watercraft, recreational vehicle or commercial vehicle upon removal of said vehicle from the Land under any provision of this Agreement. Upon removal, the Association reserves the right to assign the subject space to another Homeowner or Tenant.

14. Sub Licensee, through signing this agreement, agrees to send a check or money order to the Association's accountant at_____made payable to **Three Lakes POA, Inc. in the amount of** $_____on a quarterly basis (every three [3] months). The fee is in consideration for sub licensing the Land pursuant to the terms set forth herein. The fee is subject to alteration at the Association's complete discretion, without prior notice. The fee is not a portion of the Association's standard maintenance fee, nor is it a special assessment, nor is it to be included on the maintenance fee account ledger for any Sub Lessee or homeowner. The fee is non-refundable once paid by Sub Licensee.

15. Sub Licensee is responsible for making quarterly payments due January 1ST, April 1ST, July 1ST, and October 1st, as they come due. If Sub Licensee fails to make any payment due hereunder by the 20th day of a quarter, Sub Licensee's rights under this Agreement, without further notice, will be terminated. Sub Licensee has seven (7) days after delinquency to remove its property from the Land. Licensor retains the right to remove Sub Licensee's personal property from the Land after seven (7) days of delinquency in payment or immediately upon discovery of Sub Licensee's breach of any other provision of this Agreement.

16. The Association may opt to allow Sub Licensee to enter into a payment plan for delinquent payments under the terms of this Agreement. If Sub Licensee enters into such a payment plan, its rights under this Agreement will be reinstated from suspension. Immediately upon default of said payment plan, Sub Licensee's rights to use the Land under this Agreement are immediately terminated until all past and pending quarterly payments are paid in full and Sub Licensee is brought current under this Agreement.

17. Sub Licensee, if utilizing an assigned space to park a commercial vehicle, shall maintain a general liability insurance policy during the period of this License or any extension thereof with minimum limits of $1,000,000.00 for bodily injury or death of person(s) and $1,000,000.00 for property damage arising out of a single occurrence. Said policy shall be endorsed to insure against obligations assumed by Sub Licensee in the indemnity herein. **A Certificate of Insurance which names both Three Lakes Property Owners Association, Inc. AND Florida Power & Light Company as both "Additional Insureds" and as "Certificate Holders" shall be provided to both Three Lakes Property Owners Association, Inc. and Florida Power & Light Company** as evidence that said policy is in force. Said Certificate of Insurance shall be hand-delivered or mailed to Three Lakes at 13321 SW 151st Street, Miami FL 33186 no later than ten (10) days prior to the premium due date while the Certificate of Insurance shall be mailed to Florida Power & Light Company at P.O. Box 14000, Juno Beach, FL 33408-0420, Attn: Corporate Real Estate Department.

18. Sub Licensee, if utilizing an assigned space to park a vessel or personal watercraft, or recreational vessel, agrees and represents that it has in force and effect liability insurance coverage in the minimum amount of $300,000.00 to cover personal injuries and $25,000.00 to cover property damage. Said policy shall be endorsed to insure against obligations assumed by Sub Licensee in the indemnity herein. **A Certificate of Insurance which names Three Lakes Property Owners Association, Inc. as an "Additional Insured" and as a "Certificate Holder" shall be provided to Three Lakes Property Owners Association, Inc.** as evidence that said policy is in force. Said Certificate of Insurance shall be hand-delivered or mailed to Three Lakes at 13321 SW 151st Street, Miami FL 33186.

19. No vessel or personal watercraft or recreational vehicle or commercial vehicle shall be permitted to clear the security gate and enter the community until this Agreement has been supplied to Security, to the Property Manager or to such other person or entity authorized by the Board of Directors.

20. Sub Licensee may license more than one (1) space. If there is a shortage of storage spaces, Sub Licensee may be required to give up at least one of its additional spaces.

21. Sub Licensee shall notify the Association in writing, at least 10 days prior to the payment due date, if Sub Licensee no longer needs a space and wishes to terminate this Agreement. Until such notification is received in writing the Sub Licensee shall be billed for the use of said space.

22. Sub Licensee does not have the right to sublease, assign, or transfer its rights under this Agreement, and any attempt by Sub Lessee or any third person to sublease, assign, or transfer rights to an assigned space under this Agreement shall immediately void the balance of the term hereunder.

23. Each vessel, personal watercraft, recreational vehicle, trailer or commercial vehicle parked within the Land must have and maintain current State of Florida registration. Failure to comply with this provision gives the Association the immediate right to remove all personal property from the Land.

24. All vessel, personal watercraft, recreational vehicle, trailer or commercial vehicle on site must be kept in working condition and be aesthetically pleasing in compliance with the Association's governing documents.

25. The intended use of the Land under the terms of this Agreement is for the storage of any vessel, personal watercraft, recreational vehicle or commercial vehicle, only. No accessories/supplies are to be stored (including gasoline) on the grounds of the Land or outside the confines of any vehicle. Mechanical repairs are not permitted on the Land. Any vehicle/watercraft maintenance of any kind performed on the Land shall result in automatic revocation of this Agreement.

26. All vessel, personal watercraft, recreational vehicle, trailer or commercial vehicle must be positioned so as not to protrude beyond the boundaries of the specific space to which they are assigned and must properly display the Three Lakes and the State of Florida registration decals.

27. Sub Licensee agrees and acknowledges that it shall, on behalf of itself and all who may operate or be a passenger in any vessel, personal watercraft, recreational vehicle or commercial vehicle, release, defend, and indemnify Licensor from and against any and all loss, expenses, charges, fees (including, but not limited to, attorney's fees), and liability and further agrees to hold Licensor, its directors, and officers, harmless from any and all damages, costs, expenses, charges, fees and liability Licensor may suffer, incur or pay as a result of personal injury or property damage arising from the operation of said vessel, personal watercraft, recreational vehicle or commercial vehicle on the Land, the community lake or from use of a boat ramp. This agreement to release, defend, indemnify and hold Licensor, its directors, and officers, harmless from any and all liability for personal injury or property damage is intended to be all inclusive, and shall apply even if the personal injury or property damage is caused in whole or in part or directly or indirectly by negligence or other wrongdoing on the part of the Licensor, its directors, and officers, by the negligence of others using the Land, community lake or a boat ramp, by the condition of the Land, the community lake itself or a boat ramp, or by any failure on the part of the Licensor, its directors, and officers to supervise the Land, the community lake or a boat ramp or any of the activities which might be occurring thereon. Further, Sub Licensee shall, at its own expense, defend all suits and claims instituted or asserted against Licensor as the result of personal injury or property damage arising from the operation of said vessel, personal watercraft, recreational vehicle or commercial vehicle on the community lake or from use of a boat ramp; provided, however, in connection with any claim, litigation, or other dispute or controversy involving Licensor, its officers, directors, employees, and agents, groundless or otherwise, pertaining to this indemnity or the subject that it concerns, Licensor may select and retain investigators, accountants, attorneys, and other independent contractors, employees, and agents and may

direct certain agents or its employees to perform tasks, all at the expense of the Sub Licensee, to investigate, resist, and defend any such claim, litigation or other dispute or controversy.

28. Notwithstanding anything stated to the contrary herein, if the vessel, personal watercraft, recreational vehicle or commercial vehicle is owned by Sub Licensee's Tenant(s), Sub Licensee hereby acknowledges and agrees to release, defend and indemnify Licensor from and against any and all loss, expenses, charges, fees (including, but not limited to, attorney's fees), and liability and further agrees to hold Licensor, its directors, and officers, harmless from any and all damages, costs, expenses, charges, fees and liability Licensor may suffer, incur or pay as a result of personal injury or property damage arising from the operation of said vessel, personal watercraft, recreational vehicle or commercial vehicle on the Land, the community lake or from use of a boat ramp. This agreement to release, defend, indemnify and hold Licensor, its directors, and officers, harmless from any and all liability for personal injury or property damage is intended to be all inclusive, and shall apply even if the personal injury or property damage is caused in whole or in part or directly or indirectly by negligence or other wrongdoing on the part of Licensor, its directors, and officers, by the negligence or other wrongdoing of others using the community lake or boat ramp, by the condition of the community lake itself or the boat ramp, or by any failure on the part of Licensor, its directors, and officers to supervise the community lake or boat ramp or any of the activities which might be occurring thereon. Further, Sub Lessee shall, at Sub Lessee's own expense, defend all suits and claims instituted or asserted against Licensor as the result of personal injury or property damage arising from the operation of said vessel, personal watercraft, recreational vehicle or commercial vehicle on the community lake or from use of a boat ramp; provided, however, in connection with any claim, litigation, or other dispute or controversy involving Licensor, its officers, directors, employees, and agents, groundless or otherwise, pertaining to this indemnity or the subject that it concerns, Licensor may select and retain investigators, accountants, attorneys, and other independent contractors, employees, and agents and may direct certain agents or its employees to perform tasks, all at the expense of Sub Lessee, to investigate, resist, and defend any such claim, litigation or other dispute or controversy.

29. Sub Licensee, the owner of the vessel, commercial vehicle, recreational vehicle or personal watercraft, assures that any person permitted to operate the vessel or watercraft meets the age and boater's safety certification qualifications specified in the Rules and Regulations and will provide to the Association proof of Boater Safety Certification as to any operator between the ages of 14 and 21.

30. Sub Licensee is required to deliver its licensed portion of the Land in as good a condition as existed prior to the date of commencement hereof and within five (5) days of such expiration, revocation or termination of this Sub License. Sub Licensee shall remove all personal property placed by it on the Land and shall repair and restore and save Licensor harmless from all damage caused by such removal. If such property is not so removed by Sub Licensee, Licensor shall have the right to take possession of and appropriate to itself, without any payment or offset thereof, any property of Sub Licensee or anyone claiming under Sub Licensee then remaining on the land. Licensor shall have the right to make such removal at Sub Licensee's sole cost and expense, the amount of which Sub Licensee agrees to pay to Licensor upon demand.

31. Sub Licensee expressly covenants and agrees that the licensed portion of the Land shall not be subject to any encumbrance by any mortgage or lien nor shall the Land be liable to satisfy any indebtedness that may result from Sub Licensee's permitted operation.

32. These terms and conditions are governed and interpreted pursuant to the laws of the State of Florida. All legal matters arising out of, or in connection with this Agreement shall be subject to jurisdiction in Miami-Dade Circuit Court. If any part of this Agreement is unlawful, void or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any of the remaining provisions.

33. Time is of the essence, and no extension of time shall be deemed granted unless made in writing and executed by both Licensor and Sub Licensee. This instrument constitutes the entire agreement between the parties relative to the Sub License hereby granted, and any agreement or representation which is not expressly set forth herein and covered hereby is null and void. Any amendment, modification, or supplement to this Sub License must be in writing and executed by both Licensor and Sub Licensee. Waiver by Sub Licensee of any breach of any term or provision hereof shall not be deemed a waiver of subsequent breach of the same or any other term or provision hereof.

34. Should any provision of this Sub License be determined by a court of competent jurisdiction illegal or in conflict with any applicable law, the validity of the remaining provisions shall not be impaired. In the event of any litigation arising out of enforcement of this License, the prevailing party in such litigation shall be entitled to recovery of all costs, including reasonable attorney's fees.

35. This Agreement is valid as of_____, 201__ and expires on_____, 201__. If Sub Licensee does not provide the Association with written notice to terminate the Agreement at least sixty (60) days' prior to the aforementioned expiration date, then this Agreement and all its terms automatically renew for another one-year term. The Association may, at its election, at any time prior to_____, 201__, or the expiration of a renewed term, terminate this Sub License forthwith if Sub Licensee fails to comply with or abide by each and all of the provisions hereof or keep all and singular Sub Licensee's promises and agreements herein, and any advance payments which may have been paid by Sub License to Licensor hereunder shall be retained by Licensor in the event of Sub Licensee's failure to perform hereunder are not capable of being ascertained with mathematical precision as of the date of execution and delivery hereof. This Sub License will terminate automatically upon the death or dissolution of the Sub Licensee or if Sub Licensee shall become insolvent or bankrupt or make an assignment for the benefit of creditors.

MUST be acknowledged by Registered Homeowner (Sub Licensee) and/or Tenant.

_____ _____
OWNER NAME – PRINT **OWNER – SIGNATURE**

_____ _____
TENANT NAME – PRINT **TENANT – SIGNATURE**

Date _____

Accepted and approved by:

_____ _____
THREE LAKES REP. – PRINT **THREE LAKES REP. - SIGNATURE**

Date _____