

PARKING LICENSE AGREEMENT

THIS PARKING LICENSE AGREEMENT (the "Agreement") is entered into and effective as of _____, 2026, by and between William and Sue Allison, whose mailing address is 500 S Cypress Road, Pompano Beach, Florida 33060 ("LICENSOR"), and City of Pompano Beach, Florida, a Florida municipal corporation, having its principal office located at 100 W. Atlantic Boulevard, Pompano Beach, Florida 33060 ("CITY"), collectively referred to as "the Parties").

WITNESSETH:

WHEREAS, LICENSOR is the owner of the property located at 500 S Cypress Road, Pompano Beach, FL 33060, identified by the Broward County's Appraiser's Office as Folio No. 4942 01 25 0020 and illustrated in Exhibit "A," attached and incorporated in this Agreement (the "Premises"); and

WHEREAS, the CITY desires to use a portion of the Premises ("License Area") to provide public parking for persons visiting the adjacent Sgt. Kip A. Jacoby Park and associated pickleball courts; and

WHEREAS, LICENSOR has agreed to grant CITY the right to use the License Area for the purposes described in this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

ARTICLE I GRANT OF LICENSE

Subject to this Agreement, LICENSOR grants to CITY a revocable license to use during the Term (defined below), the License Area and the associated improvements within the License Area as described and depicted in Exhibit "B" to provide public parking.

ARTICLE II TERM

Except as otherwise provided in this Agreement, the License shall commence on the date this Agreement is fully executed by the Parties ("Commencement Date") and shall continue for one (1) year (the "Term"), unless sooner terminated as provided in this Agreement. CITY shall have the right and option, but shall in no way be obligated, subject to the terms of this Agreement, to seek up to four (4) additional one (1) year term extensions ("Extension Period"), on the terms and conditions as set forth in this Agreement.

Should CITY wish to extend this License for an Extension Period, CITY shall provide written notice to that effect to the LICENSOR at least sixty (60) days prior to the last day of the term of the Agreement executed by the City Manager, without formal approval of the City Commission, and the LICENSOR shall extend such License for the Extension Period without objection under the same terms and conditions under the original Term.

ARTICLE III USE AND MAINTENANCE

3.1 CITY shall have, during the Term, exclusive right to use and occupy the fifteen (15) parking spaces within License Area depicted in Exhibit "B" consisting of six (6) spaces on the east side of the building and nine (9) spaces on the west side of the building which front S Cypress Road, and to post signage and paint on the wheel stops indicating those spaces are designated specifically for those using Sgt. Kip A. Jacoby Park. The CITY may post signage that advises of the designated parking and possible towing of unauthorized vehicles.

3.2 CITY shall have a right to access over and across the Premises for pedestrian and vehicular ingress, egress and movement by the general public.

3.3 CITY is entitled to the exclusive use and possession of the fifteen (15) parking spaces within the License Area for the use of the general public during the Term and Operating Hours of the Sgt. Kip A. Jacoby Park and pickleball courts, currently 7:00 a.m. to 10:00 p.m. daily. LICENSOR agrees to cooperate with CITY and execute all documents necessary to obtain the requisite governmental approvals for use of the License Area for public parking but shall not incur any cost or liability for doing so.

3.4 CITY shall not use or permit the License Area to be used for any purpose other than the purpose stated in this Agreement. Parking of recreational vehicles, boats, trailers, oversized commercial vehicles, construction equipment or overnight parking is not permitted in the License Area. No use shall be made or permitted to be made of the License Area, or acts done, that will cause a cancellation of any insurance policy covering the License Area.

3.5 Except in events or circumstances of emergency, LICENSOR shall provide advance notice to CITY, of no less than three (3) days, prior to performing any repairs or maintenance necessary to keep the Premises, including the License Area, in good and safe condition. If CITY is prevented from using the License Area due to such activities or any LICENSOR approved activity, the CITY may reduce the License Fee described in Article IV below in a corresponding incremental manner or utilize other parking spaces on the Premises.

3.6 The Parties agree to respond accordingly to any and all emergency safety issues required for the safety and welfare of the community and those present or utilizing the Premises. If, in the course of CITY's operations, CITY or its officers, agents and employees become aware of any condition on the Premises, that may be dangerous, shall notify Licensor, and upon being notified, Licensor shall immediately correct such condition or cease operations so as not to endanger persons or property. If Licensor fails to take appropriate action immediately as directed by Licensee, Licensee may take any action to correct the condition, and Licensor shall be responsible to pay Licensee for any expenditures incurred by the Licensee after receipt of Licensee's written invoice for such emergency action. Notwithstanding, LICENSOR shall promptly respond to concerns raised by CITY, CITY's employees, agents or invitees regarding non-emergency conditions on the Premises or activities within the Premises, and LICENSOR shall timely take appropriate action as warranted by the circumstances. If, in the course of CITY's operations, LICENSOR or its officers, agents and employees become aware of any use in the

License Area not permitted in Article III of this Agreement, or illegal activity, LICENSOR shall notify City, and upon being notified, CITY shall take appropriate action to prevent such use.

3.7 The Parties understand, acknowledge and agree that neither party shall in any way be responsible to the other for any personal property of either party, their employees, invitees or other agents that may be left in the Premises.

3.8 CITY may utilize a third-party to provide parking management services and manage all aspects of the property for public parking during Operating Hours. In such event, such third-party parking manager shall at all times be duly licensed and maintain insurance commensurate with other parking managers, including, without limitation, general liability insurance, professional liability insurance and commercial property liability insurance covering the License Area, in each case with limits reasonably acceptable to LICENSOR. CITY may also install signage reflecting the days and hours of operation of the public parking in the License Area.

3.9 CITY will not perform any improvements, other than marking of reserved parking spaces and installation of signage, without LICENSOR's prior written approval, which shall not be unreasonably withheld. All improvements shall be undertaken in accordance with applicable building codes and otherwise in a good workmanlike manner.

ARTICLE IV LICENSE FEE

4.1 CITY shall pay LICENSOR Five Thousand Four Hundred dollars (\$5,400) each year, payable in quarterly installments of One Thousand Three Hundred and Fifty dollars (\$1,350) each, not inclusive of Florida sales taxes, where applicable, ("License Fee") which equates to \$30 per parking space per month, for the Term. The CITY shall remit to LICENSOR the applicable Florida sales tax, in addition to the License Fee, with each quarterly installment payment.

4.2 The License Fee shall increase by 5% for each one-year extension period as shown below.

	\$ per space	Quarterly Fee	Annual Fee
Initial Term	\$30.00	\$1,350.00	\$5,400.00
1st Extension Period	\$31.50	\$1,417.50	\$5,670.00
2nd Extension Period	\$33.08	\$1,488.60	\$5,954.40
3rd Extension Period	\$34.73	\$1,562.85	\$6,251.40
4th Extension Period	\$36.47	\$1,641.15	\$6,564.60

4.2 The first installment of the License Fee shall be due and payable within ten (10) calendar days of the Commencement Date of this Agreement. Payment installments thereafter shall be made on the 91st day following the prior installment payment. CITY shall pay to LICENSOR at the address listed on page 1 above, or at such other place as may be designated from time to time by LICENSOR.

4.3 The License Fee may be paid by check made payable to LICENSOR. If the License Fee is paid or this Agreement terminates on a day other than the first day of a quarter, the License

Fee for such quarter shall be prorated. Any excess License Fee paid by CITY with respect to the partial quarter shall be credited to the License Fee due with respect to the following quarter.

4.4 CITY shall permit LICENSOR and LICENSOR's agents and employees to enter the License Area at all reasonable times for the purpose of inspection, or for alterations, additions, or repairs, without any rebate of License Fee and without any liability to CITY for any loss of occupation or quiet enjoyment of the License Area, unless the alterations, additions, or repairs render the License unusable for a period of more than twenty-four (24) hours.

4.5 For periods exceeding twenty-four (24) hours the LICENSOR shall abate and prorate the License Fee due while any portion of the License Area is not available for the Licensee's use. Any abatement shall apply only to the number of parking spaces rendered unusable. For each parking space unavailable for more than twenty-four (24) hours the License Fee shall be abated on a per diem basis. The per diem amount for each parking space shall be calculated by dividing the monthly parking space fee, initially \$30 per space and as adjusted for any Extension Period, by the number of days in the applicable calendar month and multiplying such amount by the number of days such parking space is not available. The per diem amount shall be multiplied by the number of spaces that are not available for the CITY's use to calculate the amount of the abatement. The abatement shall be reflected as a reduction in the following quarter's License Fee due to the LICENSOR.

ARTICLE V LICENSOR REPRESENTATIONS

5.1 LICENSOR makes the following representations to CITY, which CITY materially relies upon in entering into this Agreement:

5.1.1 LICENSOR is the owner of the Premises with the power and authority to enter into this Agreement.

5.1.2 LICENSOR's execution, delivery, consummation and performance under this Agreement will not violate or cause LICENSOR to be in default of any provisions of its governing documents, rules and regulations, or any other agreement to which LICENSOR is a party, or constitute a default or cause acceleration of any obligation of LICENSOR under such an agreement.

5.1.3 The individual(s) executing this Agreement and related documents on behalf of LICENSOR is duly authorized to take such action, which action shall be, and is, binding on LICENSOR.

5.1.4 There are no legal actions, suits or proceedings pending or threatened against or affecting LICENSOR or its principals that LICENSOR is aware of which would have any material adverse effect on LICENSOR's ability to perform its obligations under this Agreement.

5.2 LICENSOR agrees to be bound by all terms, conditions, duties, obligations and specifications set forth in this Agreement.

ARTICLE VI NON-ASSIGNABILITY AND SUBCONTRACTING

6.1 This Agreement is not assignable and the parties agree that they shall not sell, assign, transfer, merge or otherwise convey any of their interests, rights or obligations under this Agreement, in whole or in part, to any other person, corporation or entity without prior written approval from the other party. Notwithstanding the foregoing, in the event of a sale of the Premises by LICENSOR, this Agreement shall be deemed to be automatically assigned to the successor owner of the Premises.

6.2 Except as provided in the last sentence of Section 6.1 above, any attempt by either party to assign or transfer any of its rights or obligations under this Agreement without first obtaining the other party's written approval will, unless waived in writing by the other party, result in immediate cancellation of this Agreement. Specifically, no formal assignment of any right or obligation under this Agreement shall be binding on the CITY without the written consent of the City Manager of Pompano Beach.

6.3 This Agreement and the underlying rights and obligations shall not be assignable or transferable by any process or proceeding in court, or by judgment, execution, proceedings in insolvency, bankruptcy or receivership, and in the event of LICENSOR's insolvency or bankruptcy, CITY may at its option terminate and cancel this Agreement without any notice of any kind whatsoever, in which event, all rights of LICENSOR shall immediately cease and terminate.

6.4 Nothing in this Agreement shall be construed to create any liability on the part of the CITY or its agent(s) nor shall it be construed as granting any rights or benefits to anyone other than CITY and LICENSOR.

ARTICLE VII INSURANCE

7.1 CITY shall provide insurance for use of the License Area in accordance with the requirements and limits set forth in this Article, and shall maintain same throughout the term of this Agreement. CITY shall promptly submit to LICENSOR the Certificates of Insurance evidencing the foregoing insurance coverage (or third-party parking manager's Certificates of Insurance, if applicable).

7.2 CITY further agrees to maintain a qualified insurance program in the limits specified in Florida Statute §768.28 with LICENSOR as an additional insured. The insurance program shall provide for general liability and automobile and Workers Compensation and Employers Liability Coverage (and, if available under the insurance program, property insurance covering the Premises). In the event that CITY's insurance program is modified during the Term of this License, CITY shall provide LICENSOR with at least thirty (30) days prior written notice. Furthermore, if CITY operates or engages a third-party to manage the public parking in the License Area, then CITY's operator shall provide insurance (including general liability and automobile and Workers Compensation and Employers Liability Coverage and property insurance covering the

License Area in each case with limits reasonably acceptable to LICENSOR) naming LICENSOR as an additional insured. CITY shall in addition maintain at CITY's own expense a policy of commercial general liability insurance with respect to this Agreement and CITY's use of the License Area and any third-party claims happening in or about the License Area, with premiums thereon fully paid, with such insurance to afford minimum protection of not less than \$1,000,000.00 per occurrence combined single limit for bodily injury and property damage, \$1,000,000.00 for products-completed operations coverage, \$1,000,000.00 for personal and advertising injury, with a \$2,000,000.00 general aggregate limit, with LICENSOR as an additional insured.

7.3 Each Party waives any right or claim for recovery against the other for any property damage or loss (whether caused by negligence or the condition of the Premises or any part thereof) to the extent such damage or loss is covered by an insurance policy required under this Agreement. The Parties shall cause its insurance carrier to endorse all applicable policies waiving the carrier's right of recovery under subrogation or otherwise in favor of the other parties to this Agreement. This waiver of subrogation does not in any way limit LICENSOR'S rights or status as an additional insured on the insurance that the CITY is required to maintain under the terms of this Agreement. It is the express intention of the Parties that the waivers contained in this paragraph apply to all matters described in this Agreement, including, without limitation, any matter that is caused in whole or in part by the sole or concurrent negligence of either Party, or any of their employees, agents, tenants or invitees.

ARTICLE VIII LICENSES, PERMITS AND AUTHORIZATIONS

8.1 In the conduct of its activities under this Agreement, CITY shall comply with all applicable federal and state laws and regulations and all applicable county and city ordinances and regulations.

8.2 *Emergency Action.* The Parties agree to respond accordingly to any and all emergency safety issues required for the safety and welfare of the community and those present or utilizing the Premises. If, in the course of CITY's operations, CITY or its officers, agents and employees become aware of any condition on the Premises that may be dangerous, upon being notified, LICENSOR shall immediately correct such condition or cease operations so as not to endanger persons or property. If LICENSOR fails to take appropriate action immediately as directed by CITY, CITY may take any action to correct the condition, and LICENSOR shall be responsible to pay CITY for any expenditures incurred by the CITY within two (2) weeks after receipt of CITY's written invoice for such emergency action.

8.3 CITY shall utilize the License Area exclusively for the activities described in this Agreement and no part of the License Area shall be used for any purpose, business, activity, use or function to which the LICENSOR objects.

8.4 LICENSOR shall cooperate with CITY and execute all requisite documents to obtain any and all necessary governmental approvals for use of the License Area and shall not incur any cost or liability for doing so.

ARTICLE IX INDEMNIFICATION

9.1 To the extent permitted by law and the limits set forth in Section 768.28, Florida Statutes, CITY shall save and hold harmless LICENSOR from, and shall indemnify LICENSOR against any loss, liability, claim, damage, expense, penalty, or fine, including bodily injury, death, and property damage, arising out of the use or operation by CITY its employees, agents or invitees or the public on the License Area during the Term. The foregoing indemnification shall include, without limitation, an obligation to repair or pay for the repair of damage to landscaping, personal property, fixtures, and improvements located on the License Area, to the extent such damage is caused by CITY, its employees, agents or invitees and the public during the Term.

9.2 LICENSOR shall save and hold harmless CITY from, and shall indemnify CITY against any Loss, liability, Claim, damage, expense, penalty or fine, including bodily injury, death and property damage, arising out of the use of the License Area by LICENSOR or its respective employees, representatives, agents, contractors, tenants or invitees.

9.3 For purposes of this Agreement, "Loss" or "Claim" shall mean any obligation; liability; claim; lien or encumbrance; loss; damage; cost, or expense; including, but not limited to, any claim for damage to property or injury to or death of any persons. Each claim for indemnification shall be subject to the following provisions: (i) the indemnity shall cover the indemnitee's costs and expenses, including, without limitation, reasonable attorneys' fees, disbursements and court costs related to any actions, suits or judgments incident to any of the matters covered by such indemnity, whether at trial or on appeal and (ii) indemnitee shall notify indemnitor of any Claim against indemnitee covered by the indemnity within thirty (30) days after it has notice of such Claim. However, indemnitee's failure to notify indemnitor shall in no case prejudice indemnitee's rights unless indemnitor shall be prejudiced by that failure and then only to the extent that indemnitor shall be prejudiced by such failure. Should indemnitor fail to discharge or undertake to defend indemnitee against such liability upon learning of a Claim, the indemnitee may settle such liability and indemnitor's liability shall be conclusively established by that settlement, the amount of such liability to include both the settlement consideration and indemnitee's reasonable costs and expenses, including attorneys' fees, disbursements and court costs incurred in effecting the settlement.

9.4 The obligations of the parties under this section shall survive the termination or expiration of this Agreement and remain binding upon the parties to this Agreement until fully observed, kept, or performed.

9.5 Nothing contained in this Agreement shall be construed to affect in any way the rights, privileges and immunities of CITY, or be intended to serve as a waiver of sovereign immunity, as set forth in Florida Statutes §768.28.

9.6 The Parties acknowledge and agree that neither party would enter into this Agreement without this indemnification. The parties agree that authorization to use of the License Area shall constitute consideration or alternatively one percent (1%) of any moneys obtained by LICENSOR for such use of the License Area, shall constitute specific consideration for the indemnification to be provided under the Agreement.

9.7 LICENSOR shall be solely responsible for insuring all personal property, not belonging to CITY, at the License Area against damage or loss of any nature or kind. LICENSOR acknowledges and agrees that, except for the CITY's gross negligence or willful misconduct, CITY assumes no responsibility whatsoever for any personal property placed at the Property.

ARTICLE X TAXES AND ASSESSMENTS

10.1 LICENSOR agrees to pay any and all ad valorem real estate taxes, charges or special assessments that at any time may be levied by any federal, state, county, city or any other levying body upon the License Area or on any possessory right which LICENSOR may have in or to the License Area. CITY shall be solely obligated to pay any tangible personal property taxes assessed against any fixtures, equipment, or other personal property installed in or brought onto the License Area by CITY and for its sales tax collections and remittances.

10.2 Notwithstanding the foregoing provision, LICENSOR shall, after notifying CITY of its intention to do so, have the right in its own name or behalf, or in the name and behalf of CITY, to contest in good faith by all appropriate proceedings the amount, applicability or validity of any such tax or assessment, and in good faith by all appropriate proceedings the amount, applicability or validity of any such tax or assessment.

ARTICLE XI REPAIRS AND DESTRUCTION OF IMPROVEMENTS

11.1 *Maintenance of Improvements; Compliance with Laws.* CITY is not obligated to make any repairs, replacements, or renewals of any kind whatsoever to the License Area or improvements on it, unless such improvements were made by CITY or the repair, replacement or renewal is required due to CITY's use of the License Area (including, without limitation, any damage caused by the CITY's invitees and all other third parties using the License Area during the Operating Hours). Where applicable, CITY shall also comply with and abide by all federal, state, county, municipal and other governmental statutes, ordinances, laws, and regulations affecting improvements made by CITY on the License Area or any activity conducted while the CITY was in possession of the License Area.

11.2 *Damage to and Destruction of Improvements.* In case of damage to or destruction of any improvement made by CITY, CITY shall at its own expense promptly repair and restore the improvement to a condition as good as that which existed prior to the damage or destruction. Should CITY voluntarily remedy damages to or destruction of an improvement on the License Area after receipt of LICENSOR's prior written consent, the LICENSOR agrees to make the proceeds of any insurance maintained by the LICENSOR covering the damage or destruction available to CITY as reimbursement for its repair or replacement.

11.3 *Damage or Destruction Occurring Toward End of Term.* Notwithstanding anything to the contrary in the immediately preceding paragraphs, in case of destruction of any improvement on the License Area or damage to such improvement from any cause other than the negligence of CITY or its employees, invitees or agents, so as to make it unusable as a parking facility, CITY, if not then in default under this Agreement, may elect to terminate this Agreement by written notice served on LICENSOR within thirty (30) days after the occurrence of the damage or destruction. In the event of such termination, CITY shall timely remove all CITY-installed improvements

including, but not limited to, signage and concrete removable wheel stops. On termination, CITY shall return the License Area to LICENSOR. On termination, rent and any other sums payable by CITY to LICENSOR under this Agreement shall be prorated as of the termination date, and in the event any license fee shall have been paid in advance, LICENSOR shall rebate them for the unexpired period for which payment shall have been made within thirty (30) days of date of termination.

ARTICLE XII MARKET FOR SALE

LICENSOR shall have the absolute right to sell, assign, mortgage, or otherwise encumber or dispose of LICENSOR's interest in the Premises including, without limitation, erecting any type of for sale or future development sign on or adjacent to the Premises and taking any further action in connection therewith. However, LICENSOR's exercise of such right shall be preceded by written notice of not less than thirty (30) calendar days to CITY.

ARTICLE XIII NOTICES AND DEMANDS

Whenever notice, demand or other communication may or shall be given by one party to another hereunder, it must be in writing and forwarded (i) upon the parties' mutual consent, via trackable email that provides delivery/read receipts or (ii) postage prepaid via certified U.S. mail or other trackable common carrier such as FedEx or UPS, and forwarded to the representative and mailing address set forth below until changed by written notice in accordance with this Article and a contemporaneous copy sent to the designated email that provides the delivery method and tracking number. Any notice or other communication required or permitted to be given under this Contract shall be in writing and shall be deemed to have been given (a) on the same date as the date in which such notice is delivered personally or sent by electronic mail, (b) on the date that is three (3) Business Days after the date on which such notice is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, or (c) on the date that is one (1) Business Day after the date on which such notice is sent by overnight courier services (such as FedEx or any other national courier service).

For LICENSOR:

William and Sue Allison
500 S Cypress Road
Pompano Beach, FL 33060
Email: suemattix@aol.com
Telephone: 954-655-2668

For CITY:

Gregory Harrison, City Manager
City of Pompano Beach
P.O. Drawer 1300
Pompano Beach, Florida 33061
E-mail: Greg.Harrison@copbfl.com
954-786-4601 Office
954-786-4504 Fax

With a copy to:

Mark Berman, City Attorney
City of Pompano Beach
100 W. Atlantic Blvd., 4th Floor
Pompano Beach, Florida 33060
E-mail: Mark.Berman@copbfl.com
954-786-4614 Office
954-786-4113 Fax

Jeff Lantz, Parking Manager
City of Pompano Beach
3460 NE 3rd Street
Pompano Beach, Florida 33062
E-mail: Jeff.Lantz@copbfl.com
954-786-5580 Office

ARTICLE XIV
GOVERNING LAW AND VENUE; WAIVER OF JURY TRIAL; NON-EXCLUSIVITY

14.1 This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit will be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida.

14.2 BY ENTERING INTO THIS AGREEMENT, THE PARTIES EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OR ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

14.3 No remedy 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 in this Agreement, now or hereafter existing at law or in equity or by statute or otherwise.

ARTICLE XV
ATTORNEY'S FEES

In the event of litigation between the parties, the prevailing party shall be entitled to recover all costs of litigation and collection, including a reasonable attorney's fees and court costs, at trial or on appeal. The provisions of this paragraph shall survive termination of this Agreement.

ARTICLE XVI
FORCE MAJEURE

16.1 Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented, delayed or stopped by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of God, or act or order of a governmental instrumentality, failure of technical facilities, interruption or delay of transportation service, epidemic, pandemic, or public health emergencies (including any resurgence or re-occurrence) or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of Force Majeure.

16.2 If either party is unable to perform or is prevented, delayed or stopped in performing any obligations under this Agreement because of any event of Force Majeure including an event that prevents the use or ability to use the Property for its intended purpose to the benefit of the

public, such inability to perform or delay shall be excused and any associated charges or payment suspended until such time as the event of Force Majeure ends or as long as may be reasonably necessary for either party to correct the adverse effect of such event of Force Majeure, to the extent and in the form as mutually agreed by the Parties.

16.3 In order to be entitled to the benefit of this Paragraph, a party claiming an event of Force Majeure shall be required to give prompt written notice to the other party after commencement or discovery of the event of Force Majeure, specifying in detail the event of Force Majeure, the estimated length of the event of Force Majeure, diligently proceed to correct the adverse effect of any Force Majeure, where possible, and, upon request from the non-claiming party, provide an update until the event of Force Majeure ends. The parties agree that, as to this Paragraph, time is of the essence.

ARTICLE XVII WAIVER AND MODIFICATION

17.1 No waiver by either party with respect to performance, manner, time or any obligation of either party or any condition hereunder shall be considered a waiver of that party's rights with respect to the particular obligation or condition beyond those expressly waived in writing or a waiver of any other rights of the party making the waiver or any other obligations to the other Party. Neither party's failure to insist upon strict compliance with any terms, covenants or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach.

17.2 The Parties may request changes to modify certain provisions of this Agreement; however, unless otherwise provided, such changes must be contained in a written amendment executed by both parties with the same formality of this Agreement.

ARTICLE XVIII SEVERABILITY

Should any provision of this Agreement or the application of such provisions be rendered or declared invalid by court action or by reason of any existing or subsequently enacted legislation, the remaining parts or provisions of this Agreement shall remain in full force and effect.

ARTICLE XIX BINDING EFFECT

The benefits and obligations imposed pursuant to this Agreement shall be binding and enforceable by and against the Parties.

ARTICLE XX LICENSE NOT LEASE

Both parties acknowledge and agree this License shall not be deemed a lease but rather a license granted to CITY by LICENSOR to provide the License Area under the conditions and purposes expressed in this Agreement and shall not be construed to be a license to engage in any other uses. CITY understands and agrees that it takes the License Area subject to this Agreement in "as is" condition.

ARTICLE XXI TERMINATION

21.1 *Termination for Cause.* Breach or default of any of the covenants, duties, or terms of this Agreement shall be cause for termination, in whole or in part, of this Agreement, if such breach or default remains uncured for more than thirty (30) days after written notice from the non-defaulting party to the defaulting party, or such longer period as may be reasonably required under the circumstances as long as the defaulting party commences the cure of such breach or default prior to the expiration of such thirty (30) day period and diligently pursues the cure of the breach or default to completion. Any such notice of default shall describe in reasonable detail the alleged breach or default.

21.2 *Termination for Convenience.* During the Agreement Term and any extension or renewal thereof, upon sixty (60) calendar days written notice, in accordance with Article XIII, delivered to CITY, LICENSOR may without cause and without prejudice to any other right or remedy, terminate this Agreement, for convenience whenever it determines that such termination is in the best interests of LICENSOR. Upon receipt of such notice, CITY shall use commercially reasonable efforts to discontinue all use of the License Area to the extent indicated on the notice of termination and LICENSOR shall not be responsible for any costs CITY incurs as a result of the termination for convenience. Following any such termination, CITY shall, within thirty (30) days thereof, determine any and all remaining License Fee and other amounts due to LICENSOR hereunder and pay such amount to LICENSOR. Further, CITY shall timely remove all CITY-installed improvements including, but not limited to, parking equipment and signage and return the License Area to LICENSOR.

21.3 CITY shall also have the right to terminate this Agreement for convenience, upon no less than sixty (60) calendar days prior written notice to the LICENSOR, provided CITY complies with all obligations within the Agreement regarding the use and maintenance of the License Area.

ARTICLE XXII MISCELLANEOUS

22.1 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, email or facsimile copy of this Agreement and any signature to this Agreement shall be considered for all purposes as original.

22.2 This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and both parties agree there are no commitments, agreements or understandings relevant to the subject matter that are not contained in this Agreement. Accordingly, both parties agree not to deviate from the terms in this Agreement predicated upon any prior representations or agreements, whether oral or written.

22.3 Regardless of which party or party's counsel prepared the original draft and subsequent revisions of this Agreement, both CITY and LICENSOR 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, and therefore construed against, either party.

22.4 It is further agreed 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 in this Agreement 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.

22.5 The Recital stated above are true and correct and are incorporated by this reference into this Agreement. The Exhibits attached are also incorporated into and made a part of this Agreement.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

“CITY”:

Attest:

KERVIN ALFRED, CITY CLERK

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON, CITY
MANAGER

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

(SEAL)

"LICENSOR"

Witness:

[Handwritten Signature]
Witness Signature

Danielle Kriebel
Printed Name

By: *William Allison*
William Allison

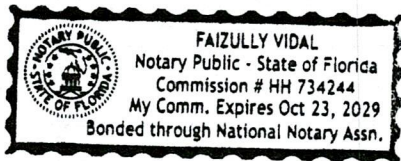
By: *Sue Allison*
Sue Allison

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 27 day of March, 2026, by William Allison and Sue Allison. Who is personally known to me or has produced Driver license A 424-793-38-781-0 as identification.
A 4 24-937-35-129-0

[Handwritten Signature]
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY'S SEAL:



Faizully Vidal
(Name of Acknowledger Typed, Printed or Stamped)
HH 734244
Commission Number

EXHIBIT "A" PREMISES

Property Address	500 S CYPRESS ROAD, POMPANO BEACH FL 33060-7141	ID #	4942 01 25 0020
Property Owner	ALLISON, WILLIAM S W & SUE	Millage	1511
Mailing Address	500 S CYPRESS ROAD POMPANO BEACH FL 33060-7141	Use	17-01
Abbr Legal Description	GARDEN ISLES SEC 2 49-6 B TRACT E LESS W 5 FOR RD		

The just values displayed below were set in compliance with **Sec. 193.011, Fla. Stat.**, and include a reduction for costs of sale and other adjustments required by **Sec. 193.011(8)**.

* 2026 values are considered "working values" and are subject to change.

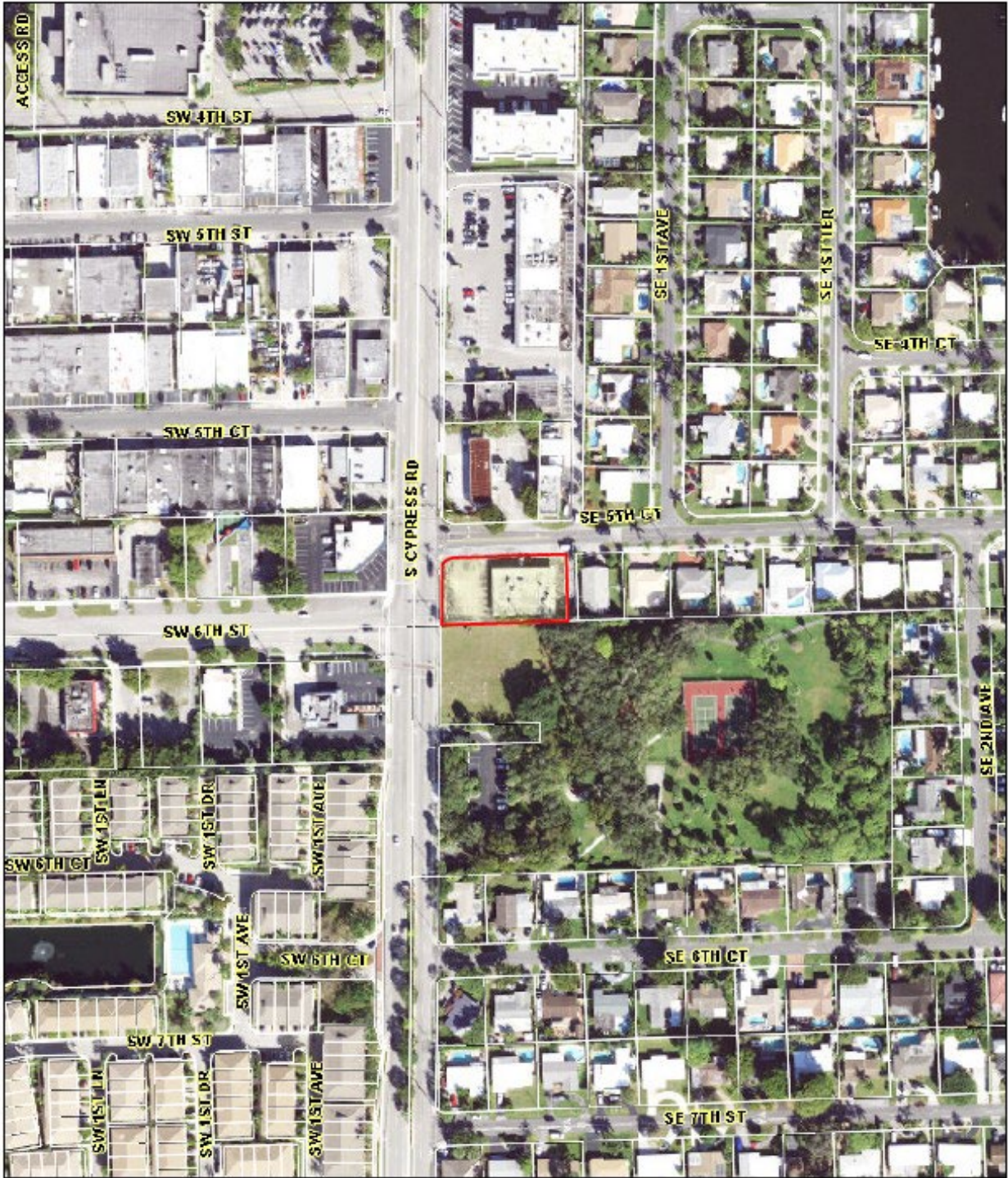
Property Assessment Values					
Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2026*	\$372,320	\$918,660	\$1,290,980	\$1,290,980	
2025	\$372,320	\$918,270	\$1,290,590	\$1,217,770	\$28,664.01
2024	\$372,320	\$820,850	\$1,193,170	\$1,107,070	\$26,343.26

2026* Exemptions and Taxable Values by Taxing Authority				
	County	School Board	Municipal	Independent
Just Value	\$1,290,980	\$1,290,980	\$1,290,980	\$1,290,980
Portability	0	0	0	0
Assessed/SOH	\$1,290,980	\$1,290,980	\$1,290,980	\$1,290,980
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	\$1,290,980	\$1,290,980	\$1,290,980	\$1,290,980

Sales History				Land Calculations		
Date	Type	Price	Book/Page or CIN	Price	Factor	Type
2/1/1990	WD	\$100	17178 / 477	\$20.00	18,616	SF
1/1/1986	QCD	\$100				
1/1/1973	WD	\$140,000				
12/1/1965	WD	\$60,000				
				Adj. Bldg. S.F. (Card, Sketch)		5723
				Eff./Act. Year Built: 1975/1965		

Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
15								
C								
5723								

EXHIBIT "A" PREMISES
(outlined in red)



**EXHIBIT "B" LICENSE AREA
(outlined in red)**



Nine (9) Parking Spaces on the west portion of the parking lot
Six (6) Parking spaces on the east side of the building