

PARKING LICENSE AGREEMENT
No. 12278

THIS PARKING LICENSE AGREEMENT (the "Agreement") is entered into and effective as of May _____, 2024 (the "Effective Date"), by and between AMKIN ATLANTIC SQUARE LLC, a Florida Limited Liability Company, having its principal office at 1450 Brickell Ave, Suite 1450, Miami, Fl 33131 ("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" and each individually as the "Party".

WITNESSETH:

WHEREAS, LICENSOR owns real property located at 140 SE 28 Avenue, Pompano Beach, Fl 33062, identified by Broward County Property Appraiser's Office Folio number 4943 06 01 0020 and illustrated in Exhibit "A," attached and incorporated in this Agreement ("Premises"); and

WHEREAS, the CITY desires to use the Premises to provide public parking for customers, employees or invitees of nearby commercial businesses and those persons desiring to visit or use other CITY venues, including restaurants and other retail stores; and

WHEREAS, LICENSOR has agreed to grant CITY the right to use the Premises 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 license to use the Premises during the Term (defined below), and to make related improvements within the Premises as described and depicted in Exhibit "A" to provide public parking (the "License"). The License shall permit CITY to sell daily parking access to visitors as well as month to month parking passes or month to month sub-license parking access (collectively, "Passes") to the Premises. No Passes longer in time than the month to month Passes for parking shall be sold or allowed in the Premises.

ARTICLE II
TERM

Except as otherwise provided in this Agreement, the Term of the License shall commence on the date this Agreement is fully executed by the Parties ("Commencement Date") and shall continue until a fixed expiration date of March 31, 2029 (the "Expiration Date"), ("Term"), unless sooner terminated as provided in Article XXI. This Agreement may be renewed

for up to four (4) one (1) year terms (each a "Renewal Term"), upon the prior written approval of both LICENSOR and CITY, with notice to be given at least four (4) months before the Expiration Date of the Agreement or any Renewal Term.

ARTICLE III USE AND MAINTENANCE

3.1 CITY shall have a right to access over and across the Premises for pedestrian and vehicular ingress, egress and movement by the general public, as illustrated and further described in Exhibit "B," attached and incorporated in this Agreement, and to make minor improvements to the Premises including, but not limited to, adding parking stops, clearing, grubbing and grading the ground within the Premises and tree removal, as permitted under CITY Code, to permit usage of the Premises for public parking. The CITY will not install permanent improvements in the Premises.

3.2 CITY is entitled to the exclusive use and possession of the Premises for the use of the general public during the Term as illustrated in Exhibit "B," and may install or erect signage consistent with such usage. CITY shall control at all times, access to the Premises and prevent trespassers from entering the Premises. LICENSOR agrees to cooperate with CITY and execute all documents necessary to obtain the requisite governmental approvals for use of the Premises for public parking and shall not incur any cost or liability for doing so.

3.3 CITY will ensure that the Premises is kept in a clean and orderly manner including the removal of trash, debris, garbage, iguanas, rodents, and waste that may accumulate during the Term.

3.4 CITY shall not use or permit the Premises, or any part thereof, to be used for any purpose other than the purpose stated in this Agreement. No use shall be made or permitted to be made of the Premises, or acts done, that will cause a cancellation of any insurance policy covering the Premises; nor shall CITY sell, or permit to be kept, used, or sold, in or about the Premises, any article prohibited by the standard form of fire insurance policies. CITY shall, at its sole cost, comply with all requirements, pertaining to the Premises, of any insurance organization or company, necessary for the maintenance of insurance, as provided in this License, covering any improvements and appurtenances at any time located on the Premises.

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 in good and safe condition. If CITY is prevented from using the Premises or any portions thereof due to such repair or maintenance activities or any LICENSOR approved activity, the CITY may reduce the License Fee described in Article IV below in a corresponding proportionate incremental manner.

3.7 Notwithstanding anything to the contrary in this Agreement, LICENSOR shall retain the right to work on, modify, maintain, and repair the seawall abutting the Premises (the "Seawall Work"). The Parties agree and understand that such Seawall Work by or at the behest of

LICENSOR may require the temporary inaccessibility of some parking spaces on the Premises near the Seawall Work. Any such Seawall Work shall be effectuated by LICENSOR at LICENSOR's sole cost and expense, with respect to which LICENSOR shall be solely responsible for obtaining any necessary permitting approvals.

3.8 LICENSOR shall promptly respond to concerns raised by CITY, CITY's employees, agents or invitees regarding the Premises or activities within the Premises and timely take appropriate action as warranted by the circumstances.

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

3.10 CITY may utilize a third party to provide parking management services and manage all aspects of the property for public parking. CITY may also install signage reflecting the days and hours of operation of the public parking, use of pay-by-phone and, where applicable, valet parking on the Premises. Prior to the installation of any such signage, CITY shall obtain LICENSOR'S prior written approval of the size, location and general appearance of the signage, which shall not be unreasonably withheld, conditioned or delayed.

3.11 CITY will not perform any additional improvements 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.

3.12 CITY will be responsible to take any and all safety measures reasonably required to protect the persons and property of its employees, tenants, invitees and others utilizing the Premises at all times including at times outside of the CITY's Operating Hours.

3.13 Each Party to this Agreement shall notify the other Party of any unsafe condition in the Premises promptly upon its discovery.

ARTICLE IV LICENSE FEE

4.1 In consideration for use of the Premises, CITY shall pay LICENSOR a license fee equal to fifty (50) percent of all Net Sales ("License Fee"), until this Agreement expires, terminates, is cancelled or otherwise ends. The License Fee for each calendar month shall be due on the 15th day of each ensuing calendar month (the "Payment Deadline"). For example, the License Fee for March shall be due on the 15th day of April. In addition, by the Payment Deadline, CITY shall provide LICENSOR an itemized report of the Net Sales for the preceding calendar month, and an explanation of the calculation of the License Fee for that month. That is, as an example, the Monthly Report due on April 15 will pertain to the Net Sales in March and the corresponding License Fee. The License Fee shall be subject to adjustment on a monthly basis for customer refunds or credit card chargebacks.

By January 31 of each calendar year, CITY shall provide LICENSOR with a report of the Net Sales for the preceding calendar year, with a monthly breakdown of such Net Sales.

4.2 For purposes of the License, Net Sales shall mean the aggregate of all payments received by CITY (or any parking operator or vendor designated by CITY) related to parking activity at the Premises, whether in cash, through credit card or digital payments, mobile parking software applications, or otherwise, excluding only sales tax payments by customers, refunds to customers, or credit card payment chargebacks against funds that would otherwise constitute Net Sales.

4.3 The CITY retains the right to charge for public parking at all times during the License period. The License Fee must be paid by check or wire transfer made payable to LICENSOR and directed to LICENSOR's address at Amkin Atlantic Square, LLC, 2728 E. Atlantic Boulevard, Pompano Beach, Florida 33062, unless indicated otherwise by LICENSOR through a signed writing in compliance with Article XIII of this Agreement.

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 a limited liability company duly organized, existing and authorized to transact business in the State of Florida, 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 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 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 Commission 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 Premises in accordance with the requirements and limits set forth in this Article. CITY shall submit to LICENSOR the Certificates of Insurance evidencing the foregoing insurance coverage.

7.2 CITY shall provide insurance for CITY's use of the Premises and for all improvements made to the Premises. 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 and automobile and Workers Compensation and Employers Liability Coverage. 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 or enforce payment of public parking fees in the Premises, then CITY's operator shall provide insurance 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 its activities and any third Party claim happening in or about the Premises, with

premiums thereon fully paid, issued by an insurance company reasonably approved by LICENSOR, 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 fire legal liability, \$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 Party 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 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, 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 as follows to any and all emergency safety issues required for the safety and welfare of the public 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 physical condition on the Premises that may be dangerous, upon being notified, CITY shall immediately cease operations so as not to endanger persons or property until such condition is corrected. CITY shall also provide prompt notice to LICENSOR of such dangerous physical condition, which shall be repaired corrected by LICENSOR. If the correction of such condition requires a major repair by LICENSOR (example: any major repair of the sea wall), and such repair would take more than six (6) months for completion, CITY at its sole discretion may early terminate this Agreement. CITY will take no action to correct or cure the dangerous condition, except only as to protect its customers/invitees and any onsite improvements made by CITY.

8.3 CITY shall utilize the Premises exclusively for the activities described in this Agreement and no part of the Premises 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 Premises 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 negligent use or operation of the Premises by CITY, its employees, agents or invitees during the Term. The foregoing indemnification shall include, without limitation, an obligation to repair and maintain, or pay for the repair of damage to landscaping, personal property, fixtures, pavement, curbs, car stops, fencing, and improvements located on the Premises, 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 gross negligence or willful misconduct related to use of the Premises 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 Party 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 §768.28, Florida Statutes.

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

Premises shall constitute consideration or alternatively one percent (1%) of the any moneys obtained by LICENSOR for such use of the Premises, shall constitute specific consideration for the indemnification to be provided under the Agreement.

9.7 CITY shall be solely responsible for insuring all personal property, not belonging to LICENSOR, at the Premises against damage or loss of any nature or kind. CITY acknowledges and agrees that, except for the LICENSOR's gross negligence or willful misconduct, LICENSOR 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 Premises or on any possessory right which LICENSOR may have in or to the Premises. 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 Premises 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 shall, at its own cost and without any expense to LICENSOR, keep and maintain the Premises during the Term, in good, sanitary, and neat order and condition. CITY is not obligated to make any repairs, replacements, or renewals of any kind whatsoever to the Premises 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 Premises (including, without limitation, any damage caused by the CITY's invitees and all other third parties using the Premises. 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 Premises or any activity conducted while the CITY was in possession of the Premises.

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 made by the CITY on the Premises 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 Premises 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 untenable, 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, parking meters and signage. Upon termination, CITY shall return the Premises to LICENSOR. Upon termination, the License Fee 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.

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 it is provided that notice, demand or other communication may or shall be given to, or served upon, either of the Parties by the other, it must be in writing and forwarded (i) by email and (ii) postage prepaid via certified U.S. mail (return receipt requested) 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.

For LICENSOR:

FOR PAYMENT AND NOTICE:
Amkin Atlantic Square, LLC
Attention: Property Manager
2728 E. Atlantic Blvd.
Pompano Beach, FL 33062
Email: bbeaulieu@amkinre.com

With a copy to:

Amkin Management, LLC
Attention : Asset Manager
1450 Brickell Avenue, Suite 1450
Miami, FL 33131
Email: legal@amkinre.com

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
P.O. Box 2083
Pompano Beach, Florida 33061
E-mail: Mark.Berman@copbfl.com
954-786-4614 Office
954-786-4617 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 OF 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 herein, 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 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 Premises 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 Premises in "as is" condition. LICENSOR shall have no responsibility whatsoever to make any modifications or improvements to the Premises, and no allowance or funds shall be provided by LICENSOR to CITY with respect to such modifications or improvements.

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 thereof 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 thereafter 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 License Term of this Agreement, upon sixty (60) calendar days prior written notice identifying an early termination date that is at least sixty (60) days after such notice (the "Early Termination Date"), in accordance with Article XIII, delivered to CITY, LICENSOR may without cause and without prejudice to any other rightor remedy, terminate this Agreement, for convenience whenever LICENSOR determines that such termination is in the best interests of LICENSOR, in LICENSOR's sole discretion. Upon receipt of such notice, CITY shall use commercially reasonable efforts to discontinue all use of the Premises 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. In the event of such termination, the License Fee shall be prorated up through the Termination Date. Further, CITY shall timely remove all CITY-installed improvements including, but not limited to, parking equipment and signage and return the Premises to LICENSOR by no later than the Early Termination Date.

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

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 signatory 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

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":

Witnesses:

Amkin Atlantic Square LLC
a Florida Limited Liability Company

By: Amkin Management LLC
a Florida Limited Liability Company, its Manager



By: 

Print Name: Remy torne

Ramon Llorens Manager

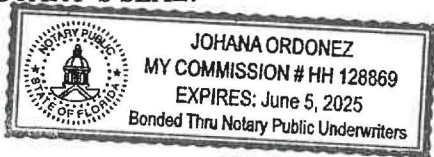


Print Name: Marta Perez

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 29 day of May, 2024, by Ramon Llorens as Manager of Amkin Management LLC, a Florida limited liability company on behalf of the company, who are personally known to me or who have produced _____ (type of identification) as identification.

NOTARY'S SEAL:





NOTARY PUBLIC, STATE OF FLORIDA

Johana Ordonez

(Name of Acknowledger Typed, Printed or Stamped)

HH128869

Commission Number

EXHIBIT "A"
PREMISES ILLUSTRATION



- **Estimated 300 parking spaces**
- **Drawing is a sample and may change during life of license agreement**
 - **See attached Survey for more detailed Premises information**

EXHIBIT "B"
CITY PARKING OPERATION:

1. The CITY will operate public parking on LICENSEOR'S Premises from 7:00 A.M. until 11:00 p.m. Monday- Sundays (the "Operating Hours").
2. The CITY will place signage on the Premises, at CITY's expense, designating it as a public parking lot during the Operating Hours and subject to the payment of a fee for such right to park or be subject to a citation.
3. The CITY will monitor the Premises for compliance with parking regulations and pick up and dispose of trash and other debris at its expense during the Term.
4. CITY will provide LICENSOR the plans for the parking lot layout for approval prior to implementation.
5. CITY reserves the right to sell month-to-month parking Passes to the Premises during the Term of the Agreement (subject to the terms of Article I of this Agreement, no longer term parking passes shall be allowed so as to facilitate an early termination of this Agreement by either Party).