

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A REVOCABLE LICENSE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND J.C.B. INTERNATIONAL, INC.; PROVIDING AN EFFECTIVE DATE.

WHEREAS, J.C.B. INTERNATIONAL, INC., the owner of property located on the southeast corner of 16th Street and State Road A1A in the City of Pompano Beach, wishes to construct a free-standing sign four (4) feet from the existing right-of-way line of Atlantic Boulevard; and

WHEREAS, Section 156.04(E), Pompano Beach Code of Ordinances, requires that a free-standing sign must be located no less than four (4) feet from any road right-of-way line, which the City construes to include the ultimate right-of-way line; and

WHEREAS, the City is agreeable to allowing the same as long as the owner will comply with the four-foot setback requirement in the event of the expansion of State Road A1A to its ultimate right-of-way; now, therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That a Revocable License Agreement between the City of Pompano Beach and J.C.B. International, Inc. to provide for the construction of a free-standing sign four (4) feet from the existing right-of-way line of A1A, a copy of which

Revocable License Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Revocable License Agreement between the City of Pompano Beach and J.C.B. International, Inc.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 2nd day of May,
1995.



EMMA LOU OLSON, MAYOR

ATTEST:



MARY L. CHAMBERS
CITY CLERK

GBL/jrm
2/15/95
c:reso\95-127

REVOCABLE LICENSE AGREEMENT

WHEREAS, J.C.B. INTERNATIONAL, INC. is the owner of the property located on the Southeast corner of 16th Street and State Road A1A in the City of Pompano Beach as more particularly described in Exhibit "A" attached hereto; and

WHEREAS, Section 156.04(E) of the City of Pompano Beach Code requires that a free standing sign be located no less than four (4) feet from any road right-of-way line which has been constructed by the City to be the ultimate right-of-way; and

WHEREAS, the Broward County Trafficway Plan contemplates the acquisition of additional right-of-way on both the east and west side of State Road A1A; and

WHEREAS, J.C.B. INTERNATIONAL, INC., wishes to construct a free standing sign four (4) feet from the existing right-of-way line of State Road A1A; and

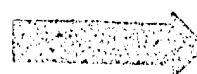
WHEREAS, the City of Pompano Beach is agreeable to same as long as the free standing sign will comply with the four (4) foot setback requirement in the event that an additional right-of-way for State Road A1A is planned or acquired; and

WHEREAS, in order to accomplish this purpose, the parties have agreed to enter into this Revocable License Agreement as set forth below.

THIS AGREEMENT is between the City of Pompano Beach, a municipal corporation of the State of Florida, (hereinafter referred to as "CITY") and J.C.B. INTERNATIONAL, INC., (hereinafter referred to as "LICENSEE").

1. The above recitals are true and correct and are

EX 23468 PG 0953



FEE ITEM
RETURN TO
FRONT RECORDING

①
2/1/97

incorporated in this Agreement.

2. LICENSE GRANTED; The CITY hereby grants to LICENSEE the revocable right, license and privilege to erect a free-standing sign in accordance with the CITY's applicable regulations, four (4) feet from the existing right-of-way of State Road A1A.

3. TERM; The term of this license shall run until such time as the LICENSEE is notified that additional right-of-way for State Road A1A has been either (a) acquired by a governmental entity; or (b) that construction plans have been approved by Broward County or the State of Florida which includes the use of the additional right-of-way for the expansion of State Road A1A, whichever occurs first; or a determination is made by the CITY that this Agreement violates the Broward County land use plan, the Broward County Trafficway Plan, or the City of Pompano Beach land use plan, as they may be amended from time to time. Notice of termination shall be sent in writing, giving LICENSEE sixty (60) days to remove or relocate said sign.

4. REMOVAL OF SIGN UPON TERMINATION; Immediately upon the termination of this Revocable License Agreement, LICENSEE shall remove or relocate the free standing sign permitted hereunder so as to comply with the four (4) foot set back requirement from the ultimate right-of-way line of State Road A1A at its own expense with no right to compensation of any kind from the CITY.

5. INDEMNIFICATION; LICENSEE agrees to indemnify and hold harmless the CITY, its officers, agents and employees from any and all claims resulting from or relating to the placement of said sign

as indicated.

6. AMENDMENTS; No modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document by the parties hereto, with the same formality and of equal dignity herewith.

7. NOTICES; Any notice or demand, which under the terms of this Revocable License Agreement or by any statute or ordinances, given or made by a party hereto shall be in writing and shall be delivered by Certified or Registered mail sent to the other party at the address set forth below, or to such other address as such party may from time to time designate by notice.

NOTICE TO CITY shall be addressed to:

City Manager - City of Pompano Beach
Post Office Box 1300
Pompano Beach, Florida 33061

NOTICE TO LICENSEE shall be addressed to:

John Claude Bouchard
C/O Ocean Retreat Resort
1508 North Ocean Boulevard
Pompano Beach, Florida 33062

8. ENTIRE AGREEMENT; This Revokable License Agreement embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein. If any provision herein is invalid, it shall be considered deleted herefrom, and shall not invalidate the remaining provisions.

9. LAWS AND ORDINANCES; LICENSEE shall observe all laws and ordinances of the CITY, County, State and Federal Agencies directly relating to the operation of the property described in Exhibit "A". This Agreement is subject to the requirements of the Broward County

Land Use Plan, the Broward County Trafficway Plan and the City of Pompano Beach Land Use Plan, as they may be amended from time to time.

10. RECORDATION OF AGREEMENT; This Revocable License Agreement shall be recorded in the public records of Broward County, Florida. Upon termination of this Agreement, a document of equal dignity to this document shall be executed and recorded by the CITY. The expense of recording any and all documents required pursuant to this Revocable License Agreement shall be born by the LICENSEE.

IN WITNESS WHEREOF, the parties hereto have made and executed this Revocable License Agreement on the respective dates under each signature:

CITY OF POMPANO BEACH

Lidia Morales
Maria Acuirre
Witness as to Mayor

By: Emma Lee Olson
MAYOR

16th day of May, 1995

Attest:

May L. Clark
City Clerk
Lauren M. Berry
City Manager (Acting)

Approved as to form and legality by the office of the City Attorney

By: [Signature]
City Attorney

STATE OF FLORIDA)
 :SS
COUNTY OF BROWARD)

This instrument was acknowledged before me on the _____ day of _____, 1995, by _____, Mayor of the City of Pompano Beach, who is personally known to me

BK23468PG0956

or who produced Florida Driver's License as identification and who did not take an oath.

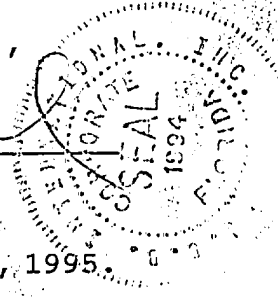
NOTARY PUBLIC
Printed Name:
My commission expires:
My commission number:

J.C.B. INTERNATIONAL, INC.,

Ross J. McKelvey Jr.
Denise A. McKelvey
Witnesses as to Bouchard

By: John Claude Bouchard
JOHN CLAUDE BOUCHARD
President

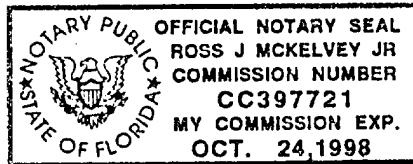
3RD day of February, 1995.



STATE OF FLORIDA)
 :ss
COUNTY OF BROWARD)

This instrument was acknowledged before me on the 3RD day of February, 1995, by JOHN CLAUDE BOUCHARD, President of J.C.B. International, Inc. who is personally known to me or who produced Florida Driver's License as identification and who did not take an oath.

Ross J. McKelvey Jr.
NOTARY PUBLIC
Printed Name:
My commission expires:
My commission number:



BK23468F60957

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 16th day of May, 1995 by EMMA LOU OLSON as Mayor of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. NOV. 4, 1995
BONDED THRU GENERAL INS. UND.

Ada M. Graham
NOTARY PUBLIC, STATE OF FLORIDA

ADA M. GRAHAM
(Name of Acknowledger Typed, Printed
or Stamped)
CC157598
Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 16th day of May, 1995 by LAWRENCE McNERNEY as Acting City Manager of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. NOV. 4, 1995
BONDED THRU GENERAL INS. UND.

Ada M. Graham
NOTARY PUBLIC, STATE OF FLORIDA

ADA M. GRAHAM
(Name of Acknowledger Typed, Printed
or Stamped)
CC157598
Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 16th day of May, 1995 by MARY L. CHAMBERS, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. NOV. 4, 1995
BONDED THRU GENERAL INS. UND.

Ada M. Graham
NOTARY PUBLIC, STATE OF FLORIDA

ADA M. GRAHAM
(Name of Acknowledger Typed, Printed
or Stamped)
CC157598
Commission Number

BK23468P60958

EXHIBIT "A"

LEGAL
DESCRIPTION:

THE WEST 300 FEET OF LOT 20 OF THE EAST COAST FINANCE CORPORATION'S SUBDIVISION OF GOVERNMENT LOT 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 25 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, IN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 29, TOWNSHIP 48 SOUTH, RANGE 43 EAST.

LESS THE FOLLOWING:

COMMENCE AT NORTHWEST CORNER OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 29, THENCE ON AN ASSUMED BEARING, S 00 01'26" W ALONG THE WEST LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 29, A DISTANCE OF 700.69 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 00 01'26" W ALONG THE WEST LINE OF THE SOUTHWEST QUARTER (SW 1/4) A DISTANCE OF 100.00 FEET; THENCE N 89 37'56" E A DISTANCE OF 29.84 FEET; THENCE N 00 20'27" W A DISTANCE OF 99.99 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 20, SAID LINE ALSO BEING THE EXISTING SOUTH R/W LINE OF N.E. 16TH STREET; THENCE S 89 37' 19" W A DISTANCE OF 29.20 FEET TO THE POINT OF BEGINNING.

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
COUNTY ADMINISTRATOR

BK 23468 PG 0959