

## REVOCABLE LICENSE AGREEMENT

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**THIS REVOCABLE LICENSE AGREEMENT** (this "License"), made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between:

**CITY OF POMPANO BEACH**, a municipal corporation of the State of Florida, hereinafter referred to as the "City,"

and

**SCP POWERLINE LLC**, a Delaware limited liability company, with an address at c/o Redfearn Capital, 110 SE 2<sup>nd</sup> Street, Suite 101, Delray Beach, Florida 33444, hereinafter referred to as "Licensee."

### WITNESSETH:

**WHEREAS**, Licensee is the property owner tasked with the installation of an eight-inch diameter, high-density polyethylene pressure pipe, associated with its real property (the "Project") to be located within a portion of the right-of-way of the City along NW 15th Court, NW 24th Avenue, and NW 16th Street (the "Property"); and

**WHEREAS**, Licensee desires to obtain a license from the City to use a certain portion of the City's right-of-way adjacent to Licensee's Property for the purpose of the Project; and

**WHEREAS**, LICENSEE's proposed use of CITY's right-of-way will not materially interfere with the rights enjoyed by the public nor will such use result in a direct or indirect cost to the public; and

**NOW, THEREFORE**, in consideration of the foregoing and mutual covenants and conditions hereinafter contained, the parties agree as follows:

#### **1. AUTHORIZATION AND DESCRIPTION OF PROPERTY.**

CITY grants to LICENSEE, and LICENSEE accepts from CITY, a non-exclusive license to occupy the Property, as set forth in Exhibit "A," attached and made a part of this License, for

the installation and maintenance of an eight-inch diameter, high-density polyethylene pressure pipe, serving as a stormwater discharge pipe from the Project's on-site stormwater management system to the Broward County Water Control District #3 canal system (the "Project Improvements"), as is required by the civil engineering plans included as Exhibit "B" that have been approved by the Broward County Environmental Protection and Growth Management Department, Environmental Engineering and Permitting Division, attached and made a part of this License. In exchange, LICENSEE agrees to pay CITY as compensation for this License in the sum of One Dollar (\$1.00) per annum. Receipt of the first payment of One Dollar (\$1.00) is acknowledged.

**2. TERM.**

The term of this License shall run in perpetuity and shall be possessed and enjoyed by LICENSEE and its successors and assigns so long as LICENSEE's Project Improvements shall be maintained and operated within the Property. Notwithstanding the foregoing, should the CITY reasonably determine that the public's health, safety or welfare is at risk directly as a result of LICENSEE's use of the Property, and should LICENSEE fail to cure such condition giving rise to such risk within ninety (90) days of written notice thereof (provided, however, that if cure of such condition is not possible within a ninety (90) days period, then LICENSEE shall be granted such additional time as reasonably agreed to by THE CITY), then this License shall be terminable at will by the CITY. Notice shall be sent in writing, in accordance with Paragraph 13 hereof.

**3. USE OF PREMISES.**

A. LICENSEE shall use and occupy the right-of-way for the Project and uses ancillary and incidental thereto.

B. LICENSEE specifically agrees that the Property shall not be used for any other purpose whatsoever without the CITY's written consent, which consent shall not be unreasonably withheld, conditioned or delayed. LICENSEE shall not permit the licensed Property to be used or occupied in any manner that is inconsistent with the use granted herein or that violates any laws or regulations of the applicable governing authority. In the event that LICENSEE enters the area of land covered by this easement for purposes of maintaining the subject drainage pipe and appurtenances, LICENSEE shall, as near as possible, restore the surface of the land to the condition in which it was found prior to the construction and/or repair. Any and all damage caused by LICENSEE or its agents as a result of installation of the Project Improvements to any Property elements, including, but not limited to pavement, curbs, sidewalks, landscaping, trees, irrigation, utility poles, located within the CITY right-of-way shall be restored or repaired to a condition substantially similar to that which existed prior to commencement of construction or installation of the Project Improvements. Similarly, LICENSEE shall be responsible for damage to any subsurface features caused by LICENSEE, including, but not limited to, water service lines, utility access lines, covers, water meter boxes, water isolation valve systems, and sanitary sewer cleanouts that may deteriorate as a result of LICENSEE'S removing of asphalt, base materials, compaction, or paving operations. LICENSEE shall be responsible for verifying all underground utilities prior to digging in any area. LICENSEE shall notify all necessary utility companies 48 hours in advance prior to digging for verification of all underground utilities, irrigation and any other obstructions and coordinate such utility review prior to initiating Improvements. LICENSEE agrees that this License is contingent upon LICENSEE submitting an Engineering Permit with the appropriate fee, along with a site plan or location plan, blueprints and other documentation as required by the City Engineering Department for the issuance of a permit and granting of this

License. Compliance with this License does not in any way waive any other CITY building or construction ordinances, fees or requirements. LICENSEE shall not commence construction or occupy the right-of-way prior to obtaining all necessary permits and approvals.

**4. ASSIGNMENT.**

This License shall run with the land and be binding upon and inure to the benefit of the CITY, LICENSEE and their respective heirs, executors, administrators, legal representatives, successors and assigns.

**5. MAINTENANCE.**

LICENSEE agrees to at all times maintain and repair, during the term of this License, at its sole cost and expense the Project Improvements and ensure that such Project Improvements are in good working condition, subject to normal wear and tear, as determined in the CITY's reasonable discretion. LICENSEE assumes all risks with respect to the operation and maintenance of the Project Improvements on the Property and shall be solely responsible and answerable for damages related to all accidents or injuries to person or property directly arising out of or caused in the performance of any of the work performed by LICENSEE pursuant to this License, regardless whether occasioned by the LICENSEE, its officers, employees, contractors or agents (provided, however, that LICENSEE shall have no responsibility or liability for any damages arising as a result of the gross negligence or willful misconduct of the CITY, its officers, employees, contractors or agents). LICENSEE further agrees that it shall not make any alteration to the Project Improvements that would increase the Project Improvements' size or capacity in any material respect or any other substantial alteration without the CITY's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

**6. INDEMNIFICATION.**

A. LICENSEE shall indemnify, defend and hold harmless the CITY and its officials, agents and employees from and against any and all claims, losses, suit actions, damages, liabilities, expenditures, or causes of action, including reasonable out-of-pocket attorney fees, of any kind arising from this License (unless caused by the gross negligence or willful misconduct of the CITY, its officers, employees, contractors or agents). LICENSEE acknowledges and agrees that the benefit it receives from its use of CITY's right-of-way under this License shall serve as consideration for such indemnification.

**7. INSURANCE.**

LICENSEE shall procure at its own cost and expense Comprehensive General Liability Insurance coverage in an amount not less than One Million (\$1,000,000.00) Dollars combined single limit in addition to any other insurance or bond CITY may require, which insurance will protect LICENSEE, CITY, and their officers and employees from any claims for damages to property and for personal injuries, including death, which may arise on said property during the term of this License and any renewals. The insurance policy shall contain a sixty (60) day cancellation clause period and a Certificate of Insurance shall be furnished the CITY, naming the City of Pompano Beach as an additional insured pursuant to this License, said Certificate of Insurance to be approved by the CITY's Risk Manager prior to execution of this License. A copy of said Certificate is attached hereto and designated as Exhibit "C."

**8. AMENDMENTS.**

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

**9. SURRENDER UPON TERMINATION.**

A. LICENSEE shall peaceably surrender this License and restore the licensed Property to its substantially its original condition, subject to normal wear and tear, upon CITY's written notice, as provided for in Section 2 of this License.

B. Upon termination of this License in accordance with the terms hereof, LICENSEE shall remove from the licensed Property, at LICENSEE's own expense, any Improvements, fixtures, equipment or other personal property and, thereafter, the License shall be considered abandoned and terminated. Upon completion of LICENSEE's removal, the condition of the Property shall be such that it is substantially its original condition, subject to normal wear and tear, as determined by the CITY in its reasonable discretion.

**10. NONWAIVER.**

Failure of the CITY to insist upon strict performance of any covenant or condition of this Revocable License, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right; but the same shall remain in full force and effect. None of the conditions, covenants or provisions of this Revocable License Agreement shall be waived or modified except by the Parties in writing.

**11. NOTICES.**

Any notice or demand under the terms of this Revocable License Agreement or by any statute or ordinance that must be given or made by a party hereto shall be in writing and shall be given by certified mail 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, except where otherwise provided.

Addresses of the parties are as follows:

**FOR CITY:** City Manager  
City of Pompano Beach  
Post Office Box 1300  
Pompano Beach, Florida 33061

**COPY TO:** City Attorney  
City of Pompano Beach  
Post Office Box 2083  
Pompano Beach, Florida 33061

**FOR LICENSEE:** [ ] SCP Powerline LLC  
[ ] c/o Redfearn Capital, LLC  
[ ] 110 SE 2nd St, Suite 101  
Delray Beach, FL 33444

**12. MISCELLANEOUS PROVISION.**

It is expressly understood and agreed that no real or personal property is leased to LICENSEE; that it is a License, not a Lease; that the LICENSEE's right to occupy the right-of-way is subordinate to CITY's (or any franchisee of CITY) use of the licensed Property and, should any relocation of any CITY owned utility be necessitated at any time in the future, then LICENSEE shall relocate the Project Improvements, subject to approval of relocation plans by the CITY, if practicable.

**13. LAWS AND ORDINANCES.**

LICENSEE shall observe all laws and ordinances of the city, county, state and federal governing authorities directly relating to the Property's use.

**14. RECORDATION OF AGREEMENT.**

This Revocable License Agreement shall be recorded in the Public Records of Broward County, Florida, at the LICENSEE's expense, with a copy given to CITY.

**15. GOVERNING LAW AND VENUE; WAIVER OF JURY TRIAL**

A. This License shall be governed by the laws of the state of Florida, both as to interpretation and performance. CITY and LICENSEE submit to the jurisdiction of state and federal courts located in Florida with respect to claims under this Revocable License Agreement. The parties agree that proper venue for any suit at law or in equity attendant to this License shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

B. No remedy herein 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, but the LICENSEE and the CITY waive all rights to sue or collect from the other any damages other than direct damages and they expressly waive benefit of the bargain, punitive, special, exemplary, treble or consequential damages.

C. By entering into this License, the Parties expressly waive any rights either party may have to a trial by jury of any litigation related to this License. If a party fails to withdraw a request for a jury trial in a lawsuit arising out of this License after written notice by the other party of violation of this section, the party making the request for jury trial shall be liable for the reasonable attorneys' fees and costs of the other party in contesting the request for jury trial, and such amounts shall be awarded by the court in adjudicating the motion.

**16. NO THIRD PARTY BENEFICIARIES.**

The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this License Agreement. None of the parties intends to directly or substantially benefit a third party by this License Agreement. The parties agree that there are no third party beneficiaries to this License Agreement and that no third



party shall be entitled to assert a claim against any of the parties based on this License Agreement. Nothing herein shall be construed as consent by any agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.

**17. NONDISCRIMINATION.**

LICENSEE shall not discriminate against any person in the performance of duties, responsibilities and obligations under this License Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

**18. CONTINUITY.**

This License Agreement shall be binding on and inure to the benefit of the parties and their successors and assigns.

**19. PUBLIC RECORDS.**

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The LICENSEE shall comply with Florida's Public Records Law, as amended, in all material respects.

**21. FORCE MAJEURE.**

Neither party shall be obligated to perform any duty, requirement or obligation under this License Agreement if such performance is prevented by pandemic, fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds alone on the part of LICENSEE be deemed Force Majeure.

**22. ENTIRE AGREEMENT AND INTERPRETATION.**

A. This License incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and both parties agree there are no commitments, agreements or understandings concerning the subject matter herein that are not contained in this License. Accordingly, both parties agree no deviation from the terms herein shall be predicated upon any prior representations or agreements, whether oral or written.

B. Regardless of which party or party's counsel prepared the original draft and subsequent revisions of this License, both CITY and LICENSEE and their respective counsel have had equal opportunity to contribute to and have contributed to its contents, and this License shall not be deemed to be the product of one party, and therefore construed against either party.

C. It is further agreed the omission of a term or provision contained in an earlier draft of this License 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 herein 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 License.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

**"CITY":**

Witnesses:

**CITY OF POMPANO BEACH**

\_\_\_\_\_

By: \_\_\_\_\_  
REX HARDIN, MAYOR

\_\_\_\_\_

By: \_\_\_\_\_  
GREGORY P. HARRISON, CITY MANAGER

Attest:

(SEAL)

\_\_\_\_\_  
ASCELETA HAMMOND, CITY CLERK

Approved As To Form:

\_\_\_\_\_  
MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instruments were acknowledged before me, by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by **REX HARDIN** as Mayor, **GREGORY P. HARRISON** as City Manager and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

**"LICENSEE":**

Witnesses:

[Signature]  
David Farley  
Print Name  
Jillie King  
Julia Sharp  
Print Name

SCP POWERLINE LLC

By: [Signature]  
Alex Redfern  
Typed or Printed Name

Title: Manager  
(SEAL)

STATE OF FLORIDA  
COUNTY OF PAIM BEACH

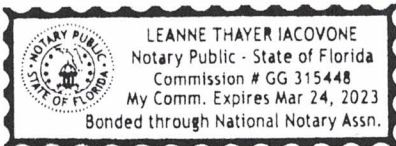
The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 19 day of November, 2020, by Alex Redfern (He/she is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:

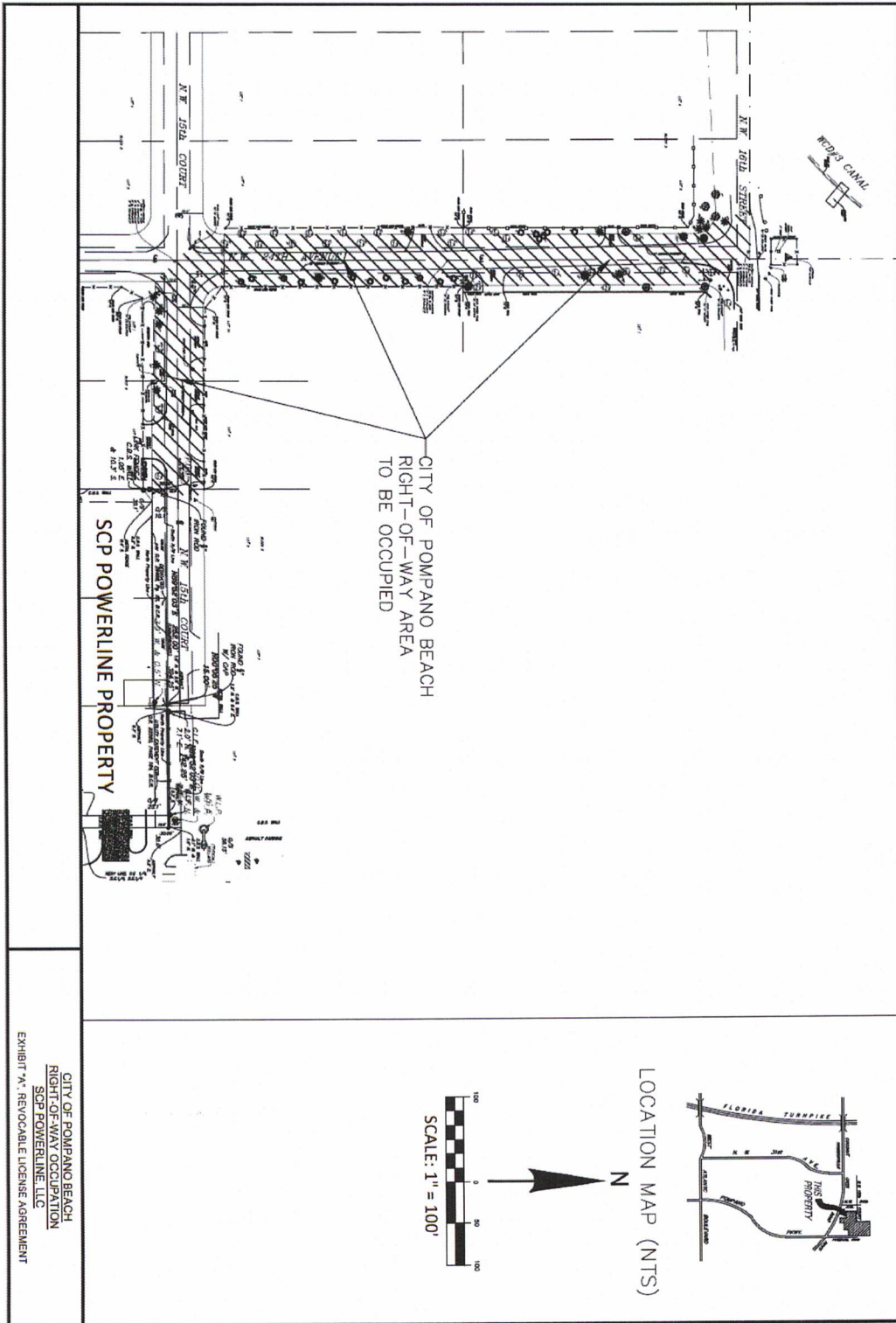
[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

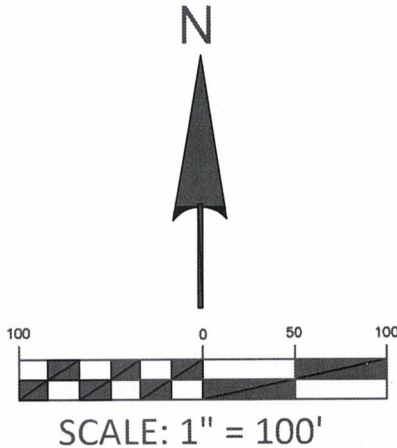
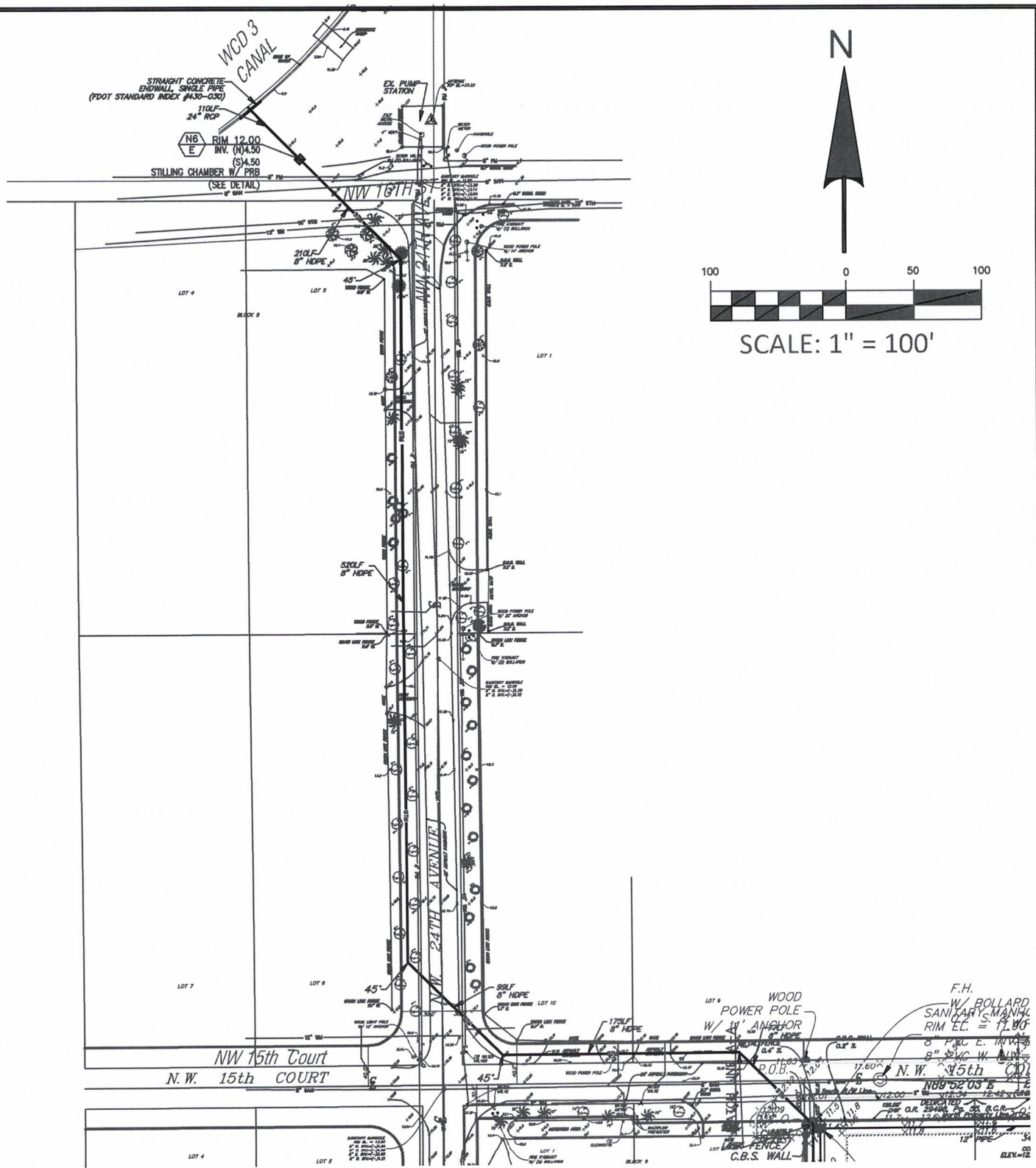


**EXHIBIT "A"**



CITY OF POMPANNO BEACH  
RIGHT-OF-WAY OCCUPATION  
SCP POWERLINE, LLC  
EXHIBIT "A": REVOCABLE LICENSE AGREEMENT

EXHIBIT "B", PLANS



Sydney  
Rhonwy  
Ernest-Jones

Digitally signed by Sydney Rhonwy Ernest-Jones  
DN: cn=Sydney Rhonwy Ernest-Jones, ou=The Ernest-Jones Group, ou=Engineering, email=rhon@theernest-jonesgroup.com, c=US  
Date: 2020.11.18 14:02:22 -05'00'

This item has been digitally signed and sealed by Sydney Rhonwy Ernest-Jones on the Date and/or Time Stamp shown using a digital signature.  
Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

**THE ERNEST-JONES GROUP, INC.**

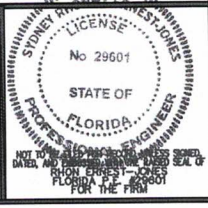
CIVIL ENGINEERS | LAND PLANNERS  
2100 South Ocean Drive, Unit 8G  
Fort Lauderdale, FL 33316  
(954)790-8634

START DATE:	02/20
DESIGNED BY:	REJ
DRAWN BY:	AEJ
CHECKED BY:	REJ
SCALE:	1"=40'

**S.C.P. POWERLINE PROJECT**  
OFFSITE DRAINAGE PLAN  
(CITY OF POMPANO BEACH RIGHT-OF-WAY)  
CITY OF POMPANO BEACH, BROWARD COUNTY FLORIDA

JOB NO:19-0502

SHEET 1 OF 1





# EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

DATE (MM/DD/YYYY)

11/20/2020

THIS EVIDENCE OF COMMERCIAL PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

<b>PRODUCER NAME, CONTACT PERSON AND ADDRESS</b> Arthur J Gallagher Risk Management Services 470 Atlantic Avenue Boston, MA 02210		<b>PHONE (A/C, No, Ext):</b> 617-261-6700	<b>COMPANY NAME AND ADDRESS</b> ACE American Insurance Company 436 Walnut Street Philadelphia, PA 19106	<b>NAIC NO:</b> 22667
<b>FAX (A/C, No):</b> 617-646-0400	<b>E-MAIL ADDRESS:</b>	IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH		
<b>CODE:</b> <b>AGENCY CUSTOMER ID #:</b>	<b>SUB CODE:</b>	<b>POLICY TYPE</b> Property and Terrorism		
<b>NAMED INSURED AND ADDRESS</b> SCP Powerline, LLC c/o Robert M. Currey & Associates, Inc. One Beacon Street, 22nd Floor Boston, MA 02108		<b>LOAN NUMBER</b>	<b>POLICY NUMBER</b> MAU D37870535 002	
<b>ADDITIONAL NAMED INSURED(S)</b>		<b>EFFECTIVE DATE</b> 04/01/2020	<b>EXPIRATION DATE</b> 04/01/2021	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
		<b>THIS REPLACES PRIOR EVIDENCE DATED:</b>		

**PROPERTY INFORMATION (ACORD 101 may be attached if more space is required)  BUILDING OR  BUSINESS PERSONAL PROPERTY**

**LOCATION/DESCRIPTION**  
 RE: 1541, 1543, and 1551-1571 North Powerline Road, Pompano Beach, FL, 33069


THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION		PERILS INSURED	BASIC	BROAD	<input checked="" type="checkbox"/> SPECIAL
COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE:		\$ 200,000,000			DED:25,000
		YES	NO	N/A	
<input type="checkbox"/> BUSINESS INCOME	<input checked="" type="checkbox"/> RENTAL VALUE	X			If YES, LIMIT: INCLUDED <input checked="" type="checkbox"/> Actual Loss Sustained; # of months: 12
BLANKET COVERAGE		X			If YES, indicate value(s) reported on property identified above: \$
TERRORISM COVERAGE		X			Attach Disclosure Notice / DEC
IS THERE A TERRORISM-SPECIFIC EXCLUSION?			X		PLEASE SEE DESCRIPTION OF OPERATIONS
IS DOMESTIC TERRORISM EXCLUDED?			X		PLEASE SEE DESCRIPTION OF OPERATIONS
LIMITED FUNGUS COVERAGE		X			If YES, LIMIT: SEE REMARKS DED:10,000
FUNGUS EXCLUSION (If "YES", specify organization's form used)		X			
REPLACEMENT COST		X			
AGREED VALUE			X		
COINSURANCE			X		If YES, %
EQUIPMENT BREAKDOWN (If Applicable)		X			If YES, LIMIT: 100,000,000 DED:25,000
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg		X			If YES, LIMIT: INCLUDED DED:25,000
- Demolition Costs		X			If YES, LIMIT: INCLUDED DED:25,000
- Incr. Cost of Construction		X			If YES, LIMIT: INCLUDED DED:25,000
EARTH MOVEMENT (If Applicable)		X			If YES, LIMIT: 100,000,000 DED:25,000
FLOOD (If Applicable)		X			If YES, LIMIT: 25,000,000 DED: SEE REMARKS
WIND / HAIL INCL <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:		X			If YES, LIMIT: INCLUDED DED:25,000
NAMED STORM INCL <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:		X			If YES, LIMIT: INCLUDED DED:25,000
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS		X			

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**ADDITIONAL INTEREST**

<input type="checkbox"/> CONTRACT OF SALE <input type="checkbox"/> MORTGAGEE	<input type="checkbox"/> LENDER'S LOSS PAYABLE <input type="checkbox"/> LOSS PAYEE	<b>LENDER SERVICING AGENT NAME AND ADDRESS</b>
<b>NAME AND ADDRESS</b>  City of Pompano Beach 100 West Atlantic Blvd. Pompano Beach, FL 33060		<b>AUTHORIZED REPRESENTATIVE</b>  

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## ADDITIONAL REMARKS SCHEDULE

<b>AGENCY</b> Arthur J Gallagher Risk Management Services		<b>NAMED INSURED</b> SCP Powerline, LLC c/o Robert M. Currey & Associates, Inc. One Beacon Street, 22nd Floor Boston, MA 02108	
<b>POLICY NUMBER</b> MAU D37870535 002		<b>EFFECTIVE DATE:</b> 04/01/2020	
<b>CARRIER</b> ACE American Insurance Company	<b>NAIC CODE</b> 22667		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 28 **FORM TITLE:** EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

**REMARKS:**

Carriers / Policy Numbers:  
 ACE American Insurance Company - MAU D37870535 002 50% Primary \$10M  
 Allied World Insurance Company - 0310-6362-1A 15% Primary \$25M  
 Continental Casualty Company - RMP 6073058592- 10% Primary \$25M  
 Westport Insurance Corporation - NAP 0453705 07 50% \$90M x \$10M  
 Hallmark Specialty Insurance Company - 73PRX20A521 25% \$75M xs \$25M  
 Great American Insurance Company - CPP 3086975 01- 75% \$100M xs \$100M

Underwriters at Lloyds, London - B0180PG2002302 - Terrorism \$100M

\$10M in ensuing losses covered, and Mold sublimit of \$1M  
 CA Earthquake limit is \$25,000,000 Annual Aggregate. CA Earthquake Deductible is 5% of TIV of each location -  
 Per unit of insurance subject to \$100,000 Minimum Deductible per occurrence.  
 Earthquake Limit for All Other Locations is \$100,000,000 - with a \$50,000 Deductible per occurrence.  
 Earthquake Sprinkler Leakage - INCLUDED  
 Flood limit per SFHA-100 year locations is \$20,000,000.  
 Flood Deductible is \$500,000 Building/\$500,000 Contents on Per Location Basis.  
 Flood limit for all other locations is \$100,000,000 with \$50,000 Deductible per occurrence.

Coverage not limited to values reported.

PD/BI combined deductible, except as stated otherwise.

Extra Expense Sublimit: \$25,000,000

NO Coinsurance Applies  
 Terrorism:  
 London Primary \$100M - Deductible \$25,000  
 TRIA excess of \$100M is Included

365 Days Extended Period of Indemnity.

30 days written notice of cancellation, 10 days for non-payment of premium.

Coverage not limited to values reported.

30 Day notice of cancellation/non-renewal (10 day notice for non-payment) is provided to lender.

Business personal property is included in the blanket coverage amount





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/20/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Willis Towers Watson Insurance Services West, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> Willis Towers Watson Certificate Center <b>PHONE (A/C. No. Ext):</b> 1-877-945-7378 <b>FAX (A/C. No.):</b> 1-888-467-2378 <b>E-MAIL ADDRESS:</b> certificates@willis.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> SCP Powerline, LLC c/o Robert M. Currey & Associates, Inc. One Beacon Street, 22nd Floor Boston, MA 02108	<b>INSURER A:</b> Endurance Assurance Corporation <b>NAIC #</b> 11551	
	<b>INSURER B:</b> Sompo America Fire & Marine Insurance Comp      38997	
	<b>INSURER C:</b> Allied World National Assurance Company      10690	
	<b>INSURER D:</b> Aspen American Insurance Company      43460	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: W18777270

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		Y	GGR10011997503	10/27/2020	10/27/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Liquor Liability \$ 1,000,000
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			JCVS1022W0	10/27/2020	10/27/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			0309-2216	10/27/2020	10/27/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D	<b>Excess Liability</b>			CX00EAU20	10/27/2020	10/27/2021	\$15,000,000 xs of \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: 1541, 1543, and 1551-1571 North Powerline Road, Pompano Beach, FL, 33069

City of Pompano Beach is included as an Additional Insured as respects to General Liability.

**CERTIFICATE HOLDER****CANCELLATION**

City of Pompano Beach 100 West Atlantic Blvd. Pompano Beach, FL 33060	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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ACORD 25 (2016/03)

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SR ID: 20367820

BATCH: 1893844