

Return to: (enclose self-addressed stamped envelope)

Name: Mark J. Lynn, Esq.

Address:

Greenspoon Marder  
200 E. Broward Blvd., Suite 1800  
Fort Lauderdale, Florida 33301

This Instrument Prepared by:

Mark J. Lynn, Esq.  
Greenspoon Marder  
200 E. Broward Blvd., Suite 1800  
Fort Lauderdale, Florida 33301

SPACE ABOVE THIS LINE FOR PROCESSING DATA

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### LICENSE AGREEMENT

**THIS LICENSE AGREEMENT** ("**Agreement**") is made and entered into this 25<sup>th</sup> of January, 2022, between **G&C POMPANO STATION, LLC**, a Florida limited liability company ("**Owner**") and **CITY OF POMPANO BEACH**, a Florida municipal corporation ("**City**") (the City and Owner are collectively referred to as "**the Parties**").

#### WITNESSETH:

WHEREAS, Owner is the fee simple owner of certain real property located within the City of Pompano Beach, northeast of the intersection of Atlantic Boulevard and NE 24<sup>th</sup> Avenue, more particularly described in attached **Exhibit "A"** (the "**East Parcel**"); and

WHEREAS, Owner is also the fee simple owner of certain real property located within the City of Pompano Beach, northwest of the intersection of Atlantic Boulevard and NE 24<sup>th</sup> Avenue, more particularly described in attached **Exhibit "B"** (the "**West Parcel**") (the East Parcel and the West Parcel are collectively referred to as the "**Property**"); and

WHEREAS, the Owner has proposed to construct two (2) new 8-story mixed use buildings (the "**Development**" or "**Project**"), totaling 355 dwelling units and related amenities, consisting of one building on the East Parcel (the building on the East Parcel referred to as the "**East Building**") and one building on the West Parcel (the building on the West Parcel referred to as the "**West Building**") (the East Building and West Building are collectively referred to as the "**Buildings**"); and

WHEREAS, Owner desires to construct an overhead walkway (the "**Walkway**") extending into the airspace and over and within NE 24<sup>th</sup> Avenue (the City's "**Right-of-Way**") between Atlantic Boulevard and NE 2 Street connecting the Buildings, as depicted in **Exhibit "C"**, attached and incorporated in this Agreement (the property and air rights in and on which the Walkway is to be located, the "**License Area**"); and

WHEREAS, the City of Pompano Beach Planning and Zoning Board, in Case Nos. 20-16500002 and 19-12000047 (the "**Development Order**"), approved the Development, conditioned on the Walkway being constructed, maintained and utilized for pedestrian traffic in the License Area above a portion of the Right-of-Way, as more particularly depicted in the site plan approved in the Development Order and attached and incorporated in this Agreement as **Exhibit "D"** (the "**Site Plan**"); and

WHEREAS, the Owner and the City desire to memorialize the Owner's commitments to construct and maintain the Walkway within the License Area as part of the Development Order; and

WHEREAS, the City has determined that the use of the Walkway by Owner, its residents, employees and agents for this restricted purpose will not interfere with the rights enjoyed by the public in, to and through the Right-of-Way and will not result in any direct or indirect cost or hazard to the public.

NOW, THEREFORE, in consideration of the foregoing premises and the promises and covenants contained in this Agreement, the Parties agree as follows:

1. **Recitations.** The recitals set forth above are true and correct and are incorporated into this Agreement by this reference.

2. **License.** Subject to the issuance of the appropriate approvals from all City departments and responsible government agencies for the Walkway Work (as defined below), City grants to Owner, and Owner accepts from City, a license (which license shall be irrevocable except as expressly set forth in this Agreement) to use the License Area as designated in the Site Plan for the purpose of constructing and maintaining the Walkway (the "**Walkway Work**"), and utilizing the Walkway for pedestrian traffic by Owner and its guests, tenants, invitees, licensees, contractors, employees and agents (the "**License**"), subject to the following terms and restrictions:

a. All work of construction, installation, maintenance, restoration and clean-up related to the Walkway Work shall be consistent with the City's regulations and approved building plans and shall be done to the reasonable satisfaction of the City Engineer and other relevant City or governmental departments providing appropriate regulatory approvals. The Owner agrees that this grant of a License is contingent upon the Owner submitting the documentation required by the City Engineering Department for the issuance of a permit for the Walkway Work (the "**Permit**"). Prior to the start of construction, Owner shall provide documentation (such as pictures, video, and topographic surveys) to the City Engineer to establish the conditions that existed within the Right-of-Way beneath the License Area prior to construction.

b. Except as provided in the Development Order, the granting of this License does not in any way waive any other building or construction ordinances, fees, or requirements of City. Owner shall not commence construction nor occupy the License Area for construction purposes prior to approval of the Permit and any other required regulatory approvals.

c. Owner specifically agrees that the License Area will only be used pursuant to this License for the purpose of performing the Walkway Work and maintaining the Walkway (and permitting the use for pedestrian traffic). Further, Owner shall not suffer or permit the License Area to be used for any other purpose than as set forth in this Agreement without the express consent of City. During the construction and installation phase, Owner shall not store materials or equipment in the Right-of-Way. Staging of materials in the Right-of-Way is strictly prohibited. The Walkway Work shall be installed pursuant to City-approved plans and the Walkway will not be open for use until after the issuance of the final certificate of occupancy for both Buildings.

d. All damages to any pavement, curbs, sidewalks, landscaping, trees, irrigation, and utility poles, located within the License Area and beneath the Walkway caused as a result of performance of the Walkway Work shall be restored or repaired by the Owner, at Owner's sole expense, to a condition equal to or better than that existing prior to commencement of the Walkway Work (except to the extent damages arise from a grossly negligent, reckless or malicious act or omission by City, its agents, employees or contractors, in which case City shall be responsible for repairing such damage). This liability for damages shall include, but not be limited to, any subsurface features such as water service lines, utility access lines, utility access covers, water meter boxes, water isolation valve stems, and sanitary sewer cleanouts, that may deteriorate as a result of removing asphalt, base materials, compaction, paving operations and other similar work. The Owner shall be responsible for verifying all underground utilities prior to digging in any area. The Owner shall notify all necessary utility companies, 48 hours minimum prior to digging for verification of all underground utilities, irrigation and any other obstructions and coordinate prior to performance of the Walkway Work.

e. The City Engineer shall approve all material repairs, replacements or maintenance within the Right of Way (such approval not to be unreasonably withheld, delayed or conditioned).

f. Except where necessary during construction or repair, public access to the Right-of-Way sidewalks and roadway will not be materially impaired or impeded as a result of the Walkway Work. The City or any of its agents shall, following not less than three (3) business days' prior written notice, have the right to enter the License Area at any time for the purpose of inspecting the Walkway Work. The City shall be responsible for the restoration of the Project improvements in the event such improvements are damaged by the City, its agents, employees or contractors in the course of inspecting, repairing or gaining access to its utilities or otherwise exercising its rights under this Agreement; provided, however, nothing contained herein shall be construed to waive the governmental authority of the City, as a municipal corporation, to exercise its regulatory authority in accordance with applicable law.

g. The Walkway must have a minimum clearance of sixteen (16) feet above the Right-of-Way.

3. Term. The Agreement shall remain in full force and effect and shall be binding upon, and inure to the benefit of the parties, their successors in interest and assigns for an initial period of thirty (30) years from the date this instrument is recorded in the public records, and shall be automatically extended for successive periods of ten (10) years, unless released or terminated

by the City in conformance with the terms of this Agreement prior to such expiration. The Owner must consent in advance and in writing to any release or termination that is not pursuant to the termination provisions of this Agreement.

4. Termination. The Owner's use of the License Area will terminate in the event that:

a. The Permit has not been issued prior to the expiration of the Development Order (i.e., currently October 8, 2024) and any City approved extensions; or

b. The Permit was issued, but has expired without substantial completion of the Walkway Work; or

c. The Owner notifies the City in writing that, due to changes in the use or development of the Property, that the License Area is no longer necessary for the appropriate development or functioning of the Project.

Not less than thirty (30) days prior to the termination of the License Agreement, pursuant to Paragraph 4.a. or 4.b. above, the Owner shall make a written request of the City for an extension of the Development Order and/or Permit, as applicable. The City shall review the written request, consistent with its regulatory function and its Code, and make such determination.

5. License Fee. As long as this Agreement is in place, Owner agrees to pay City as fair compensation for this License the sum of One Thousand Dollars (\$1,000.00) per month for use of the License Area (the "License Fee"), which may be paid either monthly (on the 30<sup>th</sup> day) or annually at the Owner's option, but in all events the first installment of the License Fee (whether for the first month or the first year) shall be paid by Owner to City no later than thirty (30) days after the execution of this Agreement and thereafter such License Fee will be paid on the monthly or yearly anniversary of the execution date, as applicable. Interest at the rate of 12% per annum, will be added to any invoice that remains unpaid for more than thirty (30) days, following the first day of the period it becomes due. Failure to comply with this Paragraph will be considered a breach of this Agreement, subject to the notice and opportunity to cure in Section 11 below. If the License Fee is not paid when due and payable, and the Owner fails to cure such default within thirty (30) calendar days (the applicable cure period), then, on each such occasion, Owner shall pay to the City a late fee equal to Five Percent (5%) of the past due sum, as compensation to City for the inconvenience of the collection and processing of each such late payment. Such late fee shall be in addition to any interest payable under this Paragraph.

6. Property Taxes. In the event that the Broward County Property Appraiser assigns a taxable value to the License Area as a result of the Walkway Work, any such taxes which are assessed, levied, confirmed or imposed on the License Area during the term of this License, whether or not now customary or within the contemplation of the Parties, will be paid by the Owner during the continuance of this Agreement.

7. Not a Lease. It is expressly understood and agreed that (i) no real or personal property is leased to Owner and that (ii) this Agreement grants a license, not a lease; provided, however, should Owner commence the Walkway Work (as evidenced by submission of plans to

City) and utilize the Walkway in conformance with the Agreement's terms, then for so long as this License is in force, the City shall not disturb Owner's use of the Walkway or License Area (except as expressly permitted in this Agreement).

8. Damage to Walkway Poses Safety Concerns to General Public. If the Walkway is damaged (by casualty, malfeasance or otherwise) in a manner that poses a material public safety issue (as determined by the City in its sole but reasonable discretion), and Owner fails to commence remediation or replacement of such damage in a manner reasonably satisfactory to the City within thirty (30) days of written notice of such damage, or diligently pursue completion of such remediation or replacement (subject to allowable delays in commencement or pursuit (or both) of such remediation or replacement arising from governmental delays and force majeure delays, as defined in Paragraph 27, and such damages pose an imminent threat of harm to the public, then the City Manager shall immediately notify Owner of the Owner's continued failure and shall take immediate steps to remove or remediate such imminent threat of harm, at Owner's cost. City shall not be liable for any costs or liabilities associated with the requisite repair, replacement or removal of the Walkway pursuant to this Section, and all such costs shall be the responsibility of the Owner.

9. Reverter. Upon termination of this Agreement, the full use of the License Area as described in this Agreement will revert to the City.

10. Surrender of Premises. Upon termination of this Agreement, the Owner shall, without demand, quietly and peaceably deliver possession of the License Area. If requested by the City, the Owner shall be responsible for the expense of removing the Walkway on or prior to such termination and, if necessary, restoring the License Area to its original condition. If the Licensed Area is not in such original condition at the termination of this Agreement, the Owner agrees that the City shall have the right to restore the License Area to such condition. If the Owner fails to restore the License Area after receiving notice and an opportunity to cure, the Owner agrees to reimburse the City for all such reasonable, out-of-pocket expenses incurred by the City in connection with the restoration within thirty (30) days of mailing of a statement to the Owner at the address indicated below. If not so paid, the City shall be entitled to deduct such amount from the Security Deposit (as defined below), or, if the Security Deposit is not sufficient, the City, at its option, may seek such other remedies as may be allowable by law or in equity. Upon the termination of the License granted in this Agreement and the restoration of the License Area, the Owner shall have no further obligations under this Agreement, including, but not limited to, the maintenance of any improvements in the License Area.

11. City Remedies for Default of Restoration and Maintenance Obligations. If the Owner breaches its restoration or maintenance obligations as specified in this Agreement, then the City shall provide the Owner written notice specifying the nature of the default. Except as otherwise set forth in Section 8 above with respect to matters that pose a material public safety issue and imminent threat of harm to the public, the Owner shall have a period of sixty (60) days following receipt of such notice in which to remedy the default (or such longer time as may be necessary and reasonable, provided the Owner shall have commenced a cure within the first thirty (30) days of such sixty (60)-day period and is diligently and continuously prosecuting same to completion). Conditions that pose an immediate hazard to the public shall be remedied within a

reasonable time period required by the City. If the Owner fails to properly restore or maintain the License Area, as described in the default notice, after receiving the notice and an opportunity to cure, the Owner agrees that the City shall have the right to restore or maintain the License Area, as described in the default notice, and the Owner agrees to reimburse the City for all expenses, directly resulting from or arising from the City's restoration or maintenance activities, incurred by the City within thirty (30) days of mailing of a statement to the Owner at the address indicated below. If not so paid, the City shall be entitled to deduct such amount from the Security Deposit, or, if the Security Deposit is not sufficient, the City, at its option, may seek such other remedies as may be allowable by law or in equity. However, nothing contained in this Agreement shall be construed to waive the governmental authority of the City, as a municipal corporation, to exercise its regulatory or enforcement authority in accordance with applicable law.

12. Security Deposit. Contemporaneously with the execution of this Agreement, Owner has deposited with the City, for deposit at its discretion, an amount equal to Two Hundred Fifty Thousand Dollars (\$250,000) (the "**Security Deposit**") as security for the full and faithful performance of each provision of this Agreement to be performed by Owner. If Owner breaches any monetary provision of this Agreement, or otherwise there is a default after notice and the expiration of any applicable cure periods (an "**Event of Default**") under this Agreement, the City may, without limiting its remedies and without additional notice to Owner, apply all or part of the Security Deposit to cure such Event of Default. If so applied, Owner shall, within ten (10) business days of demand, deliver to the City the amount that will restore the Security Deposit to its original amount. The Security Deposit, the then current amount, shall be returned to Owner within thirty (30) days after the expiration or sooner termination of this Agreement, less any outstanding balances owed to the City. No warranty shall attach or be provided as to any cure facilitated by the City or its authorized agents. The Owner specifically disclaims all implied warranties, including those of merchantability and fitness for a particular purpose. Further, in no event will the City, its officers, agents, contractors or employees be liable for any indirect, special, consequential or punitive damages. This section shall survive termination of this Agreement.

13. First Mortgagee Rights. If an Event of Default has occurred, the City shall, prior to exercising any rights hereunder, deliver notice thereof to any lender providing financing for the Property (including any refinancing thereof) which has previously requested, in writing to the City, copies of such notices (the "**Project Lender(s)**"). The notice will specify (a) the fact that the Event of Default has occurred, (b) the action required to cure the Event of Default, and (c) a date, not less than thirty (30) days from the date the notice is mailed to such Project Lender(s), unless such default requires immediate attention as a threat to public health and safety, by which such Event of Default must be cured. The City will accept cure by such Project Lender(s) and will not exercise any rights with respect to the Event(s) of Default described in the notice until the expiration of the date set forth in the notice. However, in all events, the City acknowledges that such Project Lender(s) are not obligated to cure the applicable Event(s) of Default.

14. Release. Notwithstanding anything to the contrary contained in this Agreement, to the extent the Property is submitted as part of a declaration of condominium, or conveyed to a third party, then, upon the recordation of the declaration or conveyance document, Owner shall be deemed to have assigned its rights and obligations under this Agreement to the condominium association or third party purchaser, and the condominium association or third party purchaser

shall be deemed to have assumed the covenants and obligations contained in this Agreement and the Owner shall be released from any liability or responsibility.

15. Estoppel. City shall, within ten (10) business days after delivery of written notice by Owner or Project Lender from time to time, execute and deliver to Owner a commercially reasonable estoppel certificate to those parties as are reasonably requested by Owner or Project Lender (including a prospective purchaser) (it being agreed that, without limitation, such estoppel certificate will include a certification as to the status of this Agreement, the existence of any Events of Default and the amount of Security Deposit).

16. Amendments. This Agreement shall not be modified, amended or released as to any portion of the License Area except by written instrument, executed by the then owner or owners of the Property affected by such modification, amendment, or release and executed by the City. Any amendment, modification or release of this Agreement shall be recorded in the Public Records of Broward County, Florida.

17. Severability. If any court of competent jurisdiction shall declare any section, paragraph or part of this Agreement invalid or unenforceable, then such judgment or decree shall have no effect on the enforcement or validity of any other section, paragraph or part, and the same shall remain in full force and effect.

18. Recordation and Effective Date. Upon approval of this Agreement by the City and execution by Owner, this Agreement shall be recorded in the Public Records of Broward County, Florida, and all recording costs shall be borne by Owner. Once recorded, this Agreement shall run with the land and shall bind all successors-in-interest with respect to the Property.

19. Captions, Headings and Titles. Articles and paragraph captions, headings and titles inserted throughout this Agreement are intended as a matter of convenience only and in no way shall such captions, headings or titles define, limit or in any way affect the subject matter or any of the terms and provisions of this Agreement.

20. Context. Whenever the context requires or admits, any pronoun used in this Agreement may be deemed to mean the corresponding masculine, feminine or neuter form, and the singular form of any nouns or pronouns may be deemed to mean the corresponding plural form and vice versa.

21. Notice. Any notice required under the terms of this Agreement shall be in writing and shall be sent by personal service, overnight delivery (addressee signature required), electronic mail or by registered or certified mail to the address and individual designated below. Electronic mail notice shall be deemed delivered if the sender does not receive an error or other notice of non-delivery, and if a hard copy of such notice is delivered by one of the other means provided in the preceding sentence. The notice address may be changed and shall be binding upon ten (10) days' advance written notice.

**FOR CITY:** Greg Harrison, City Manager  
City of Pompano Beach  
Post Office Box 1300  
Pompano Beach, Florida 33061-1300  
e-mail: greg.harrison@copbfl.com

With a copy to: Mark E. Berman, City Attorney  
City of Pompano Beach  
Post Office Box 1300  
Pompano Beach, Florida 33061-1300  
e-mail: mark.berman@copbfl.com

**FOR OWNER:** G&C Pompano Station, LLC  
1499 W. Palmetto Park Road, Suite 415  
Boca Raton, FL 33486  
ATTN: Mark Corlew  
e-mail: mcorlew@grovercorlew.com

With a copy to: Greenspoon Marder LLP  
200 E. Broward Boulevard, Suite 1800  
Fort Lauderdale, FL 33301  
ATTN: Mark J. Lynn, Esq. and Dennis Mele, Esq.

22. Insurance. Owner shall not commence Walkway Work under the terms of this License Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the City's Risk Manager. Proof of the required insurance coverage shall be mailed to Risk Management, PO Box 1300, Pompano Beach, FL 33061. Owner is responsible to deliver to the City's Risk Manager for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance is in full force and effect and which name on a primary basis, the City as an additional insured on all such coverage. Throughout the term of this Agreement, City, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. City reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to legally operate. Failure to maintain the required insurance shall be considered an event of default. The requirements, as well as City's review or acceptance of insurance maintained by Owner, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by Owner under this Agreement.

Throughout the term of this Agreement, Owner's contractors, subcontractors or other agents, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits provided in Exhibit "E", attached and incorporated in this Agreement.

Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the City.



Owner waives any and all right of subrogation against the City, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Owner shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should Owner enter into such an agreement on a pre-loss basis.

23. Sovereign Immunity. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by the City as provided for in Florida Statutes §768.28, as amended.

24. Indemnification.

a. Owner shall at all times indemnify, hold harmless and defend the City, its Mayor and Commissioners, employees and other agents from and against any and all claims, demands, suit, damages, attorneys' fees, fines, penalties, defense costs or liabilities arising as a direct result of Owner's officers, employees, agents, or contractors or other agents' gross negligence or willful misconduct in the construction, maintenance or use of the Walkway under this Agreement. Owner agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and to bear all other costs and related expenses, even if the claim(s) is/are groundless, false or fraudulent. The foregoing indemnification shall not be operative as to any claims by Owner for any causes of action Owner has or may have for breaches or defaults by the City under this Agreement.

b. Owner acknowledges and agrees that City would not enter into this Agreement without this indemnification of City by Owner. The parties agree and acknowledge that sufficient consideration has been paid to or conferred upon Owner by City as sufficient consideration for the indemnification provided under this Article. These provisions shall survive expiration or early termination of this Agreement.

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

26. Governing Law; Venue; Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights shall be submitted to the jurisdiction of the state and federal courts in Broward County, Florida. To that end, Owner expressly waives whatever other privilege to venue it may otherwise have. By entering into this Agreement, the Parties expressly

waive any rights either party may have to a trial by jury of any litigation related to this agreement. If a party fails to withdraw a request for a jury trial in a lawsuit arising out of this Agreement 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.

27. Force Majeure.

a. 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.

b. 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.

c. 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.

28. Severability; Captions; Gender. This Agreement shall be construed in accordance with the laws of the State of Florida. If any provision, or its application to any person or situation, is deemed invalid or unenforceable for any reason and to any extent, the remainder of this Agreement, or the application of the remainder of the provisions, shall not be affected. Rather, this Agreement is to be enforced to the extent permitted by law. The captions, headings and title of this Agreement are solely for convenience of reference and are not to affect its interpretation. Each covenant, term, condition, obligation or other provision of this Agreement is to be construed as a separate and independent covenant of the party who is bound by or who undertakes it, and each is independent of any other provision of this Agreement, unless otherwise expressly provided. All terms and words used in this Agreement, regardless of the number or gender in which they are used, are deemed to include any other number and other gender, as the context requires.

29. No Third-Party Rights. 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 Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based on this 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.

30. Public Records.

a. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The OWNER shall comply with Florida's Public Records Law, as amended. Specifically, OWNER shall:

(1) Keep and maintain public records required by the CITY in order to perform the service.

(2) Upon request from the CITY's custodian of public records, provide the CITY with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the OWNER does not transfer the records to the CITY.

b. Failure of the OWNER to provide the above described public records to the CITY within a reasonable time may subject OWNER to penalties under 119.10, Florida Statutes, as amended.

**PUBLIC RECORDS CUSTODIAN  
IF THE OWNER HAS QUESTIONS REGARDING  
THE APPLICATION OF CHAPTER 119, FLORIDA  
STATUTES, TO THE OWNER'S DUTY TO  
PROVIDE PUBLIC RECORDS RELATING TO  
THIS CONTRACT, CONTACT THE CUSTODIAN  
OF PUBLIC RECORDS AT:**

**CITY CLERK  
100 W. Atlantic Blvd., Suite 253  
Pompano Beach, Florida 33060  
954-786-4611  
RecordsCustodian@copbfl.com**

31. Advice and Counsel. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations and that the preparation of this Agreement has been their joint effort.

32. No Waiver. The parties agree that each requirement, duty and obligation set forth is substantial and important to the formation of this Agreement and, therefore, is a material term. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

**THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK.**

IN WITNESS WHEREOF, Owner has executed this Agreement on the day first above written.

**OWNER:**

Signed, sealed and delivered  
In the presence of:

**G&C POMPANO STATION, LLC**, a  
Florida limited liability company

By: G&C Pompano Management, LLC, a Florida  
limited liability company, its Manager

Nancy Montes De Oca  
(Signature)

By: Mark Corlew  
Mark Corlew, Manager

Nancy Montes De Oca  
Print Name

Address: 1499 W. Palmetto Park Road, Suite 415  
Boca Raton, FL 33486

Karla McCutcheon  
(Signature)

Dated: 1-5-22

Karla McCutcheon  
Print Name

**ACKNOWLEDGMENT:**

STATE OF FLORIDA )  
                          Palm Beach )  
COUNTY OF ~~BROWARD~~ )

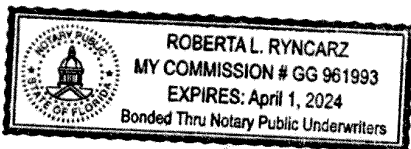
The foregoing instrument was acknowledged before me by means of  physical presence  
or  online notarization, this 5<sup>th</sup> day of Jan, 2022, by Mark Corlew, as Manager of G&C  
Pompano Management, LLC, a Florida limited liability company, as Manager of G&C Pompano  
Station, LLC, a Florida limited liability company, who is personally known to me or produced  
as identification.

(SEAL)

Robert L. Ryncarz  
Notary Public, State of Florida

My commission expires: 4-1-24

Robert L. Ryncarz  
Print name



CITY:

CITY OF POMPANO BEACH

Witnesses:

*Carlo J...*

*Shelley R. Bartholomew*

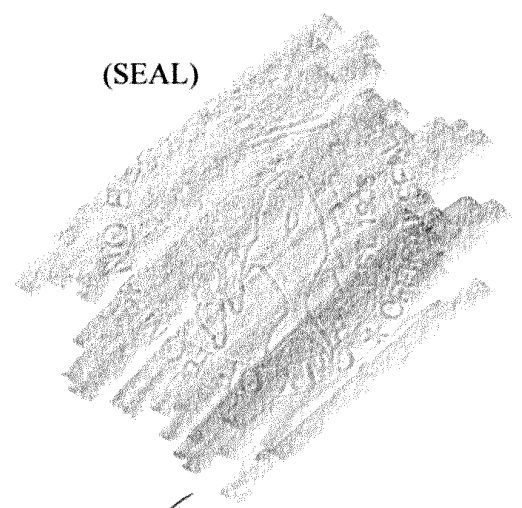
By: *[Signature]*  
REX HARDIN, MAYOR

By: *[Signature]*  
GREG HARRISON, CITY MANAGER

Attest:

*Asceleta Hammond*  
ASCELETA HAMMOND, CITY CLERK

(SEAL)



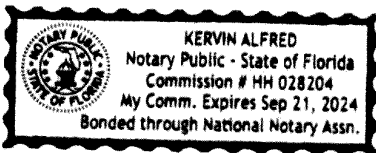
Approved As To Form:

*[Signature]*  
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 25 day of January, 2022, 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:



*[Signature]*  
NOTARY PUBLIC, STATE OF FLORIDA  
Kervin Alfred  
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

JES:jrm  
1/3/22  
L:agr/2022-255

**EXHIBIT A  
LEGAL DESCRIPTION  
EAST PARCEL**

A parcel of land being a portion of Lots 19 through 22, AND all of Lots 11 through 18, all in Block 17 of PINEHURST, according to the Plat thereof as recorded in Plat Book 5, Page 13, Public Records of Broward County, Florida, being more particularly described as follows:

**BEGIN** at the northwest corner of said Lot 11, Block 17; thence along the North line of said Lot 11 and the North line of said Lot 12, Block 17, North 88°57'04" East, 246.35 feet to the northeast corner of said Lot 12; thence along the East line of said Block 17; South 1°14'16" East, 200.00 feet to the southeast corner of said Lot 17; thence along the South line of said Lot 17, South 88°57'04" West, 49.26 feet to the northeast corner of said Lot 22; thence along the East line of said Lot 22, South 1°14'16" East, 24.18 feet; thence South 88°45'44" West, 197.09 feet to the West line of said Block 17; thence along said West line, North 1°14'16" West, 224.83 feet to the Point of Beginning.

**EXHIBIT B  
LEGAL DESCRIPTION  
WEST PARCEL**

A parcel of land being a portion of Lots 7, 8, 17, 18, 26 through 28, AND all of Lots 9 through 16, all in Block 16 of PINEHURST, according to the Plat thereof as recorded in Plat Book 5, Page 13, of the Public Records of Broward County, Florida, being more particularly described as follows:

**BEGIN** at the southwest corner of said Lot 18, Block 16; thence along the West line of said Block 16, North 1°14'16" West, 285.00 feet; thence North 88°57'04" East, 246.35 feet to the East line of said Block 16; thence along said line, South 1°14'16" East, 299.02 feet; thence South 88°45'44" West, 56.97 feet; thence North 1°16'25" West, 30.63 feet; thence South 88°43'43" West, 56.28 feet; thence South 1°16'17" East, 14.10 feet; thence South 88°57'04" West, 34.74 feet; thence South 1°16'17" East, 2.10 feet to the northeast corner of Lot 22, Block 16 of said Plat; thence along the South line of aforesaid Lot 18, South 88°57'04" West, 98.35 feet to the Point of Beginning.



**EXHIBIT C**  
**LEGAL DESCRIPTION OF LICENSE AREA**

**PEDESTRIAN BRIDGE**

A parcel of land being a portion of the right-of-way for NE 24th Street adjacent to Block 16 of PINEHURST, according to the Plat thereof as recorded in Plat Book 5, Page 13, of the Public Records of Broward County, Florida, being more particularly described as follows:

**COMMENCE** at the northeast corner of said Lot 8, Block 16; thence along the East line of said Block 16, South 1°14'16" East, 184.64 feet to the POINT OF BEGINNING; thence North 77°13'03" East, 61.24 feet to the East Right-of-Way of NE 24th Street; thence South 1°14'16" East, 11.22 feet; thence South 77°13'03" West, 61.24 feet to a point on said west right-of-way ; thence North 1°14'16" West, 11.22 feet to the Point of Beginning, the previously described parcel from elevation 25.00' to elevation 45.00' North American Vertical Datum 1988.

Said land situate, lying and being in City of Pompano Beach, Broward County, Florida and containing 670 square feet, 0.015 acres, more or less.

**SURVEYOR'S NOTES**

1. The purpose of this sketch is to depict the elements of the description appearing hereon, and is provided as an aid in its depiction. This sketch is not a survey. Uses inconsistent with its intended purpose are prohibited.
2. Measurements shown hereon are expressed in U.S. survey feet and decimal parts thereof.
3. The bearings shown hereon are based on an assumed meridian and are relative to the South line of the southwest 1/4 of Section 31-48-43, North 88°57'04" East.
4. This drawing is not valid unless bearing the signature and original raised seal of a Florida licensed Surveyor and Mapper. Unsigned copies may be provided for information purposes only.
5. Sun-Tech Engineering, Inc. reserved the right to utilize any and all information obtained in the preparation of this sketch for any other purposes.
6. The undersigned Surveyor has not been provided a current title commitment or abstract of matters affecting boundary or title to the subject property. It is possible that there are instruments which affect the subject property which are unknown to the reviewing Surveyor.
7. Sun-Tech Engineering, Inc. is authorized to provide Surveying and Mapping Services by the State of Florida Department of Business and Professional regulation, License No. LB.7019, pursuant to the provisions of Chapter 472, Florida Statutes.
8. Some features may be drawn "out of scale" for the purposes of clarity. Written dimensions take precedence over scaled dimensions.
9. This sketch and description consists of 2 sheets and each sheet shall not be considered full, valid and complete unless attached to each other.
10. Sources of information used in the preparation of this map of survey are as follows:
  - A. Record Plat entitled PINEHURST, Plat Book 5, Page 12;
  - B. Site Plan prepared by MSA Architects, Inc., job no. 1861.PRJ, last revision date 2/20/2020.

**SURVEYOR'S CERTIFICATION**

I HEREBY CERTIFY that the herein captioned Sketch of Description is true and correct to the best of my knowledge and belief, as prepared under my direction, supervision and responsible charge.

Sun-Tech Engineering, Inc.  
Date of Preparation: January 20, 2021

*Donald L. Cooper* 1.5.2022  
 Donald L. Cooper, P.S.M. Date  
 Professional Surveyor and Mapper  
 Florida Registration No: 6269

DATE	REVISION	BY	CHK.
6-9-2021	REVISED ALIGNMENT OF BRIDGE	DLC	DLC



**Sun-Tech Engineering, Inc.**  
 Engineers - Planners - Surveyors

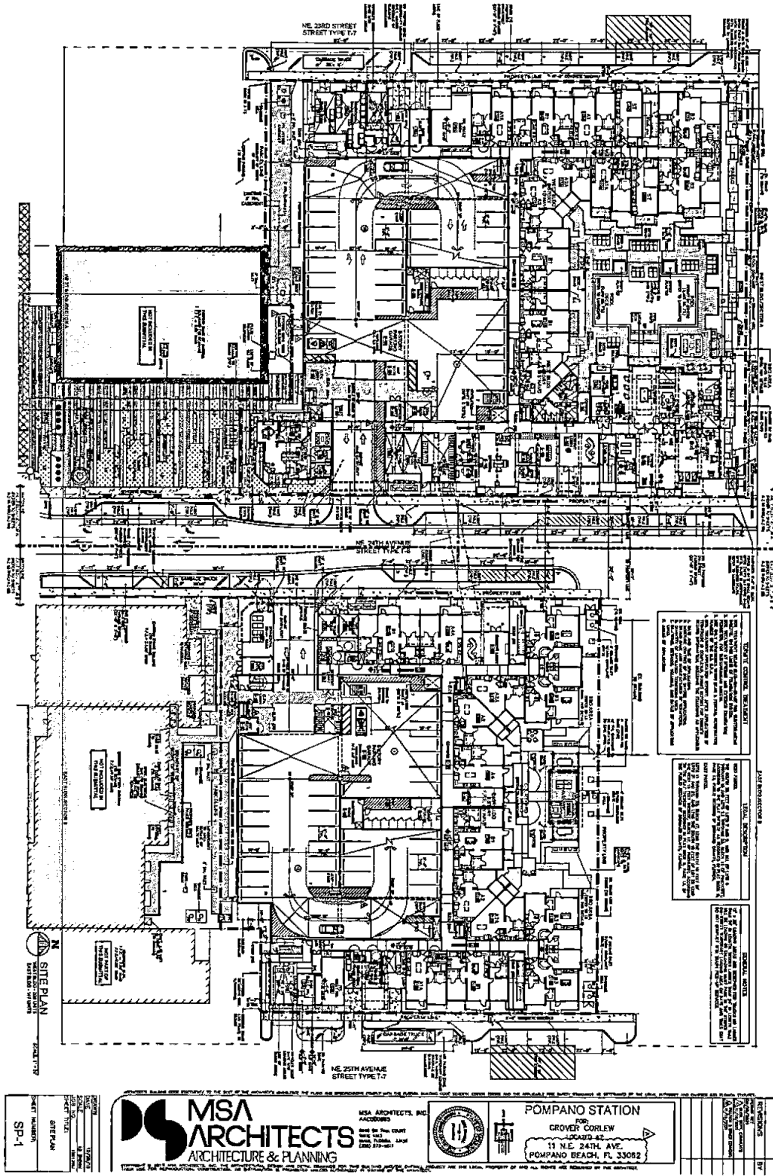
4577 Nob Hill Road, Suite 102  
 Sunrise, FL 33351  
 www.suntecheng.com

Certificate of Auth. #7097/LB 7019  
 Phone (954) 777-3123  
 Fax (954) 777-3114

3981Sk1Ped\_Bridge.dwg  
 JOB No.:  
**19-3981**



**EXHIBIT D  
APPROVED SITE PLAN**



**EXHIBIT E  
INSURANCE REQUIREMENTS**

A. Worker’s Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

(1) Naming the City of Pompano Beach as an additional insured as City’s interests may appear, on General Liability Insurance only, relative to claims which arise from Contractor’s negligent acts or omissions in connection with Contractor’s performance under this Agreement.

(2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

<b>Type of Insurance</b>	<b>Limits of Liability</b>
<b>GENERAL LIABILITY:</b> Aggregate * Policy to be written on a claims incurred basis	Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per
XX comprehensive form XX premises - operations XX explosion & collapse ___ hazard ___ underground hazard XX products/completed operations hazard XX contractual insurance XX broad form property damage XX independent contractors XX personal injury	bodily injury and property damage bodily injury and property damage bodily injury and property damage combined bodily injury and property damage combined bodily injury and property damage combined personal injury
<b>AUTOMOBILE LIABILITY:</b>	Minimum \$1,000,000 Per Occurrence and Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.
XX comprehensive form XX owned	

XX hired  
 XX non-owned

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**REAL & PERSONAL PROPERTY**

\_\_\_ comprehensive form                      Agent must show proof they have this coverage.

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**EXCESS LIABILITY**

Per Occurrence    Aggregate

___ other than umbrella	bodily injury and property damage combined	\$1,000,000	\$1,000,000
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**PROFESSIONAL LIABILITY**

Per Occurrence    Aggregate

___ * Policy to be written on a claims made basis		\$1,000,000	\$1,000,000
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C. Employer's Liability. Owner and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the Owner, the Owner shall promptly provide the following:

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and
- (4) A provision in all policies affording City thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

Orig 7.

RESOLUTION NO. 2022- 63

**CITY OF POMPANO BEACH**  
**Broward County, Florida**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A LICENSE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND G&C POMPANO STATION, LLC FOR THE CONSTRUCTION OF AN OVERHEAD WALKWAY EXTENDING INTO THE AIRSPACE OVER AND WITHIN NE 24<sup>TH</sup> AVENUE BETWEEN ATLANTIC BOULEVARD AND NE 2<sup>ND</sup> STREET; PROVIDING AN EFFECTIVE DATE.**

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

**SECTION 1.** That a License Agreement between the City of Pompano Beach and G&C Pompano Station, LLC, for the construction of an overhead walkway extending into the airspace over and within NE 24<sup>th</sup> Avenue between Atlantic Boulevard and NE 2<sup>nd</sup> Street, a copy of which 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 Agreement between the City of Pompano Beach and G&C Pompano Station, LLC.

**SECTION 3.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this 25<sup>th</sup> day of January, 2022.

  
\_\_\_\_\_  
**REX HARDIN, MAYOR**

**ATTEST:**

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

