

RESOLUTION NO. 2022- _____

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 TERMINATION OF A PARKING LOT LICENSE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND POMPANO FORD LINCOLN, INC.; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the subject property of the Parking Lot License Agreement, a portion of property located at 2671 North Federal Highway, was not utilized as originally intended in the Agreement dated July 28, 2020, and approved by Resolution No. 2020-218; now, therefore,

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

SECTION 1. That a Termination of a Parking Lot License Agreement between the City of Pompano Beach and Pompano Ford Lincoln, Inc., a copy of which Termination 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 Termination by the City of Pompano Beach.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2021.

REX HARDIN, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

/jrm
1/4/21
l:reso/2022-39

TERMINATION OF PARKING LOT LICENSE AGREEMENT

THIS TERMINATION OF PARKING LOT LICENSE AGREEMENT ("Agreement") is made this ____ day of _____, 2021 ("Effective Date") by and between **CITY OF POMPANO BEACH, FLORIDA**, a Florida municipal corporation ("Licensor"), and **POMPANO FORD LINCOLN, INC.**, a Florida corporation ("Licensee").

WITNESSETH:

WHEREAS, Licensor and Licensee made and entered into that certain Parking Lot License Agreement dated July 28, 2020 whereby Licensor granted Licensee the right to use the Licensed Area for vehicle parking of up to eighty-two (82) vehicles ("Existing Agreement"); and

WHEREAS, PFL has not utilized the Licensed Area for parking of vehicles since the commencement of the term of the Existing Agreement; and

WHEREAS, Licensor and Licensee have agreed that the Existing Agreement shall be terminated and of no further force and effect effective as of 11:59 p.m. on October 31, 2021; and

WHEREAS, Licensor and Licensee desire to set forth the terms and conditions for such termination of the Existing Agreement.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by this reference. All defined or capitalized terms used herein but not defined herein shall have the meanings attributed to them in the Existing Agreement.
2. The Existing Agreement shall be terminated effective as of 11:59 p.m. on Sunday, October 31, 2021 ("Termination Date").
3. Licensee shall be required to maintain all of the insurance coverages currently being maintained by it with respect to the Existing Agreement (as previously provided by Licensee to Licensor) through and including the Termination Date.
4. Licensee shall be responsible for the payment of any real property taxes for the year 2021 in accordance with Section 10.11 of the Existing Agreement. Licensor shall cooperate with and assist Licensee (at no out-of-pocket expense to Licensor) in order to seek tax exempt status or a reduced assessment for the Licensed Area for the 2021 tax year.
5. Facsimile transmission signatures or pdf signatures delivered via electronic mail shall be deemed original signatures.

IN WITNESS WHEREOF, the undersigned, with full authority to do so, have caused this Agreement to be executed as of the date and year first set forth above.

WITNESSES:

LICENSOR:

CITY OF POMPANO BEACH, FLORIDA

Printed Name: _____

By: _____
REX HARDIN, MAYOR

Printed Name: _____

By: _____
GREGORY P. HARRISON
CITY MANAGER

Dated: _____

ASCELETA HAMMOND
CITY CLERK

APPROVED AS TO FORM:

MARK BERMAN
CITY ATTORNEY

WITNESSES:

LICENSEE:

POMPANO FORD LINCOLN, INC., a Florida corporation

Printed Name: _____

By: _____
Name: _____
Title: _____
Date: _____

Printed Name: _____