

REVOCABLE LICENSE AGREEMENT

THIS AGREEMENT, made this _____ day of _____ 2017, by and between:

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

and

CONCH KEY VILLAS TOWNHOMES ASSOCIATION, INC., a Florida corporation, hereinafter referred to as "LICENSEE."

WITNESSETH:

WHEREAS, CITY is the owner of the swale located near NE 1st Street, Pompano Beach, Florida ("Project"); and

WHEREAS, CITY has agreed to permit LICENSEE to use a portion of said swale, for the restricted use specified below involving the construction and installation of lighting fixtures; and

WHEREAS, the parties have agreed to enter into a Revocable License Agreement in relation to the restricted use of said swale as set out below.

NOW, THEREFORE, in consideration of the foregoing and mutual covenants and conditions hereinafter contained, it is agreed by the parties hereto as follows:

1. DESCRIPTION OF PROPERTY.

CITY hereby grants to LICENSEE, the revocable right, license and privilege of occupying the portion of the NE 1st Street swale area and installing lighting fixtures thereon, a legal description of which is set forth in Exhibit "A," attached hereto and made a part hereof ("Property"), for the construction, installation and maintenance of the lighting fixtures ("Improvements"), which is depicted in detail on Exhibit "B," attached hereto and made a part hereof.

2. TERM.

The term of this license shall run in perpetuity provided the LICENSEE continues to maintain the Improvements in good operating condition as determined by the CITY and the surrounding Property in substantially the same condition as it existed prior to the Improvements being installed by Licensee and also as reasonably determined by the CITY. Should the CITY reasonably determine that the LICENSEE has failed to so maintain the Improvements, that a higher municipal use is required of subject Property or that the public's health, safety or welfare is at risk then LICENSEE shall be notified to cease use of the Property as it relates to the installation and maintenance of the Improvements. Notice shall be sent in writing, in accordance with Paragraph 11 hereof, sixty (60) days prior to termination.

3. USE OF PREMISES.

LICENSEE shall use and occupy the right-of-way for the installation and maintenance of lighting fixtures, which is depicted in detail on Exhibit "B."

The Property shall not be used for any other purpose whatsoever without written consent of the CITY. LICENSEE shall not permit the licensed Property to be used or occupied in any manner that is inconsistent with the use granted herein and which will violate any laws or regulations of any governmental authority. The LICENSEE shall at all times, with the exception of when work is being done as approved by the City, keep and maintain Property in as good of a condition or better than prior to the Improvements. LICENSEE shall provide documentation (such as pictures, video, topographic surveys) to City Engineer to establish the conditions that existed within the Property prior to construction. Any and all damage caused as a result of such installation of the Project Improvements to any elements, including, but not limited to pavement, curbs, sidewalks, landscaping, trees, irrigation, utility poles, etc. located within the public right-of-way shall be restored or repaired to a condition equal to or better than that existed prior to commencement of installation of said Project Improvements. This shall include any subsurface features such as water service lines, utility access lines, covers, water meter boxes, water isolation valve systems, sanitary sewer cleanouts etc. that may deteriorate as a result of removing asphalt,

base materials, compaction, paving operations etc. 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 prior to initiating operations. LICENSEE agrees that this license is contingent upon LICENSEE submitting a site plan or location plan and blueprints or other documentation as is usually required by the Engineering Department for the issuance of a permit and granting of this license does not in any way waive any other building or construction ordinances, fees or requirements of CITY. LICENSEE shall not commence construction or occupy the right-of-way for construction purposes prior to approval of the permits.

4. ASSIGNMENT.

LICENSEE is not permitted to assign, transfer, convey or otherwise dispose of this license to any other person or corporation without the previous written consent of CITY, except to a transferee of fee title to the Project ("Transferee"). In the event of an attempt to assign, transfer, convey or otherwise dispose of this license to any person not a Transferee or specifically a party to this Agreement and license, then this license shall be null and void and terminated without notice to LICENSEE.

5. MAINTENANCE.

LICENSEE agrees to at all times maintain and repair at their sole cost and expense said lighting fixtures, as described in Exhibit "B," in good working condition, to be reasonably determined at the sole discretion of the CITY, while occupying the use of CITY's Property pursuant to this Revocable License Agreement. Construction activities shall not commence until LICENSEE submits to the Engineering Department a maintenance of lighting fixtures plan for approval. LICENSEE assumes all risks in 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 arising out of or caused in connection with this Agreement, the Improvements or in the performance of any of the work done pursuant to the Agreement regardless whether by the LICENSEE or one of its Contractors.

6. INDEMNIFICATION.

LICENSEE shall indemnify, defend and hold harmless the CITY and its officers, agents and employees from and against any and all claims, loss, suit actions, damages, liabilities, expenditures, or causes of action, including attorney fees, of any kind arising out of LICENSEE'S acts under this Revocable License Agreement.

LICENSEE shall be solely responsible and answerable for damages related to all accident or injuries to person or property arising out of or caused in the performance of the Work done pursuant to this Agreement by or on behalf of LICENSEE. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity. The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the contract.

7. INSURANCE.

LICENSEE shall procure at its own cost and expense Commercial 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 reasonably require, which insurance shall, to the extent provided by such insurance, 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 agreement and any renewals arising out of or caused in the performance of the Work done pursuant to this Agreement by or on behalf of LICENSEE. The insurance policy shall provide to the extent available that such insurance shall not be canceled or amended without at least sixty (60) days' prior written notice to the City except ten (10) days for cancellation for nonpayment of premiums, and a Certificate of Insurance shall be furnished the CITY, naming the City of Pompano Beach as an additional insured pursuant to this Agreement, said Certificate of Insurance to be approved by the CITY's Risk Manager prior to execution of this Agreement. 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.

LICENSEE shall peaceably surrender this license and restore the licensed Property substantially to its original condition or better upon written notice, as provided for in Section 11 by CITY that LICENSEE has failed to maintain the Work to the CITY's satisfaction or other reasons as provided for in Section 2 of this Agreement.

LICENSEE shall remove from the licensed Property, at LICENSEE's own expense, any subject improvements placed thereon and, thereafter, the License shall be considered abandoned and terminated. Upon completion of said removal, within 60 days, the condition of the Property shall be such that it is safe and not a hazard and in substantially its original condition or better as reasonably determined by the CITY. LICENSEE shall provide documentation to CITY to establish the conditions that existed prior to subject improvements being constructed.

The parties recognize this Agreement is for the use of Property within public right-of-way as depicted in Exhibit "A."

10. WAIVER.

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 hereto in writing.

11. TERMINATION.

This Revocable License Agreement may be cancelled by either party with reasonable cause for the reasons described in Section 2 at any time during the term thereof upon sixty (60) days written notice to the other of its desire to terminate this Revocable License Agreement. It is expressly understood by the parties that LICENSEE is receiving from CITY a Revocable License that may be terminated by the CITY due to failure by the LICENSEE to maintain the Work, due to the CITY's need to use the Property for a higher municipal purpose or because the LICENSEE's use of the Property is a risk to the public's health, safety or welfare as reasonably determined by CITY. Said removal shall be solely at LICENSEE's own expense with no right to compensation of any kind from CITY and shall be completed within 60 days of receiving CITY's notice of termination.

12. NOTICES.

Any notice or demand, which under the terms of this Revocable License Agreement or by any statute or ordinance 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.

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: Conch Key Villas Townhomes Association, Inc.
124 NE 3rd Street
Pompano Beach, FL 33060
Attention: Farris Property Management, Inc.

13. ENTIRE AGREEMENT.

This Revocable 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 here from, and shall not invalidate the remaining provisions.

14. MISCELLANEOUS PROVISION.

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

15. LAWS AND ORDINANCES.

LICENSEE shall observe all laws and ordinances of the CITY, county, state and Federal agencies directly relating its use of the Property.

16. RECORDATION OF AGREEMENT.

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

17. GOVERNING LAW AND VENUE

The Agreement 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 Florida courts 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 Agreement shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

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.

18. NO THIRD PARTY BENEFICIARIES.

LICENSEE and CITY acknowledge and agree that this Agreement and other agreements pertaining to LICENSEE's performance hereunder shall not create any obligation on the part of LICENSEE or CITY to third parties other than Transferee. No person not a party to this Agreement shall be a third-party beneficiary or acquire any rights hereunder other than Transferee.

19. ENTIRE AGREEMENT AND INTERPRETATION

This Agreement 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 Agreement. Accordingly, both parties agree no deviation from the terms herein shall be predicated upon any prior representations or agreements, whether oral or written.

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

It is further agreed the omission of a term or provision contained in an earlier draft of this Agreement shall have no evidentiary significance regarding the contractual intent of the parties and that no modification, amendment or alteration in the terms or conditions contained 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 Agreement.

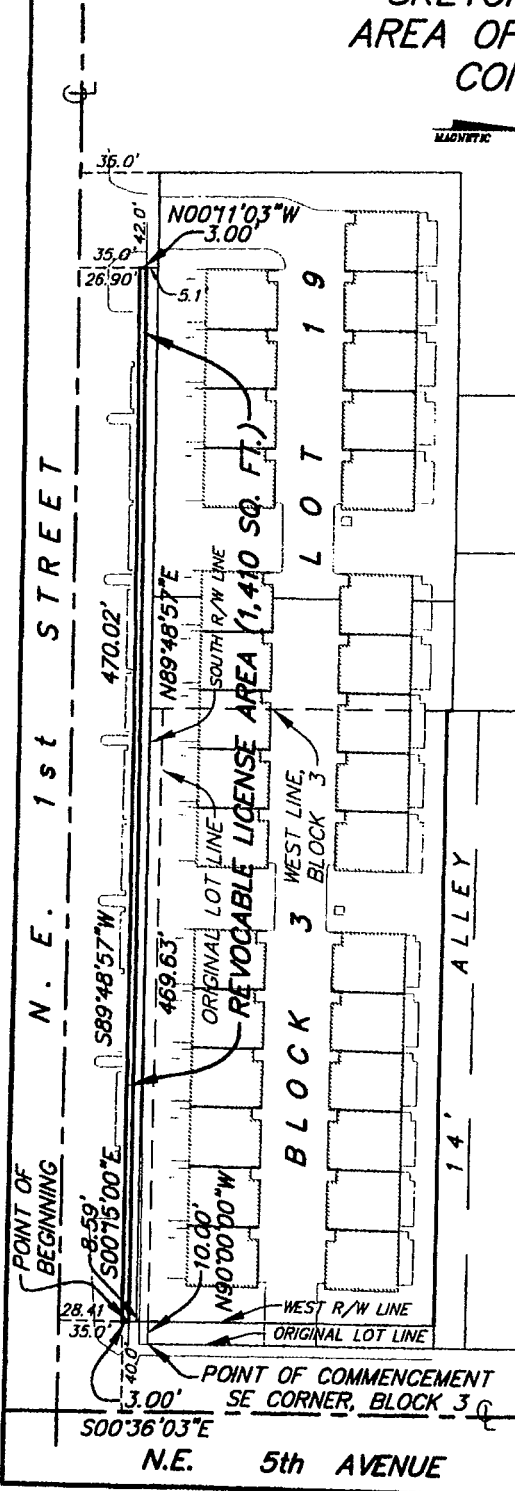


McLAUGHLIN ENGINEERING COMPANY
LB#285

ENGINEERING * SURVEYING * PLATTING * LAND PLANNING
1700 N.W. 64th STREET #400, FORT LAUDERDALE, FLORIDA 33309
PHONE (954) 763-7611 * FAX (954) 763-7615

SCALE 1" = 80'

SKETCH AND DESCRIPTION
AREA OF REVOCABLE LICENSE
CONCH KEY VILLAS



LEGAL DESCRIPTION:

A portion of N.E. 1st Street right-of-way adjacent to a portion of Block 3, Amended plat of WAVERLY PLACE, according to the plat thereof, as recorded in Plat Book 14, Page 74, of the public records of Broward County, Florida; AND adjacent to a portion of the South one-half (S 1/2) of the North one-half (N 1/2) of the West one-half (W 1/2) of the South one-half (S 1/2) of Lot 19, Section 35, Township 48 South, Range 42 East, according to the plat thereof, as recorded in Plat Book "B", Page 76, of the public records of Dade County, Florida, ALL more fully described as follows:

Commencing at the Southeast corner of said Block 3; thence North 90°00'00" West, a distance of 10.00 feet; thence South 00°15'00" East, on the Southerly extension of a line 10.00 feet West of and parallel with the East line of said Block 3, a distance of 8.59 feet to the Point of Beginning; thence continuing South 00°15'00" East, a distance of 3.00 feet; thence South 89°48'57" West, a distance of 470.02 feet; thence North 00°11'03" West, a distance of 3.00 feet; thence North 89°48'57" East, a distance of 469.63 feet to the Point of Beginning.

Said lands situate, lying and being in the City of Pompano Beach, Broward County, Florida and containing 1,410 square feet or 0.0324 acres more or less.

NOTES:

- 1) This sketch reflects all easements and rights-of-way, as shown on above referenced record plat(s). The subject property was not abstracted for other easements road reservations or rights-of-way of record by McLaughlin Engineering Company.
- 2) Legal description prepared by McLaughlin Engineering Co.
- 3) This drawing is not valid unless sealed with an embossed surveyors seal.
- 4) THIS IS NOT A BOUNDARY SURVEY.
- 5) Bearings shown assume the West right-of-way line of N.E. 5th Avenue, as South 00°36'00" East.

CERTIFICATION

Certified Correct. Dated at Fort Lauderdale, Florida this 2nd day of May, 2017.

McLAUGHLIN ENGINEERING COMPANY

JERALD A. McLAUGHLIN
Registered Land Surveyor No. 5269
State of Florida.

FIELD BOOK NO. _____

DRAWN BY: JMMjr _____

JOB ORDER NO. V-2334 _____

CHECKED BY: _____

REF. DWG.: 04-3-150

C: \JMMjr\2017\V2334 (LICENSE)

EXHIBIT B

FOUNDATION AND MOUNTING DETAIL

BOLLARD LIGHTS +/-20' O.C. PER PERMIT APPL. # BP17-5370

NOTES

1. ALL STEEL REINF TO BE GRADE 60KSI
2. ALL CONC. TO BE 3000 PSI +/- 2%
D.A.T. 6" SLUMP MAX
3. IT IS RECOMMENDED THAT AN
AD MIXTURE FOR ENHANCED
CORROSION RESISTANCE BE ADDED
TO THE CONCRETE FOR DURABILITY.
4. GC SHALL PROVIDE ADEQUATE
SAFEGUARDS FOR OPEN HOLES
AND/OR EXCAVATIONS.
5. NOTIFY THE ARCHITECT OF ANY
DISCREPANCIES.
6. POLE SUPPLIER SHALL CERTIFY THAT
POLE AND FIXTURE MEETS LOCAL MPW
WIND LOAD CRITERIA AND SHALL
PROVIDE SIGNED & SEALED
CALCULATIONS BY A REGISTERED
FLORIDA ENGINEER.

LUMINAIRE AND LIGHTING
FIXTURE SCHEDULE

BASE PLATE FASTENED WITH
3/4" 3/8" X 6" ANCHOR BOLTS
PROVIDED BY FRG

GRADE

5/8" X 8' COPPER CLAD
GROUND ROD

BOLTED GROUND CLAMP

GROUND BOND TO
FIXTURE HOUSING

PVC CONDUIT

2" CONC FOUNDATION W/ 4# 5
VERT. BARS 15 TIES @ EACH END

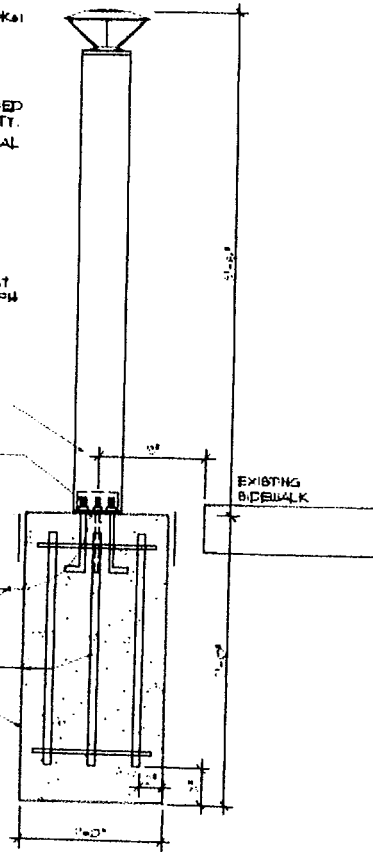


EXHIBIT C

INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/23/2017

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 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).

PRODUCER Bellken Insurance Group 4780 SW 64th Avenue, Suite 104 Davie FL 33314		CONTACT NAME: AJ Leibell PHONE (A/C, No, Ext): (954) 233-0733 FAX (A/C, No): (888) 760-2122 E-MAIL ADDRESS: info@bellkenins.com	
INSURED Conch Key Villas Association, Inc. 124 NE 3rd Street Pompano Beach FL 33060		INSURER(S) AFFORDING COVERAGE INSURER A: UNITED SPECIALTY INSURANCE COMPANY INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 12537	

COVERAGES**CERTIFICATE NUMBER:****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"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			USA4114986	12/18/2016	12/18/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULE AUTOS <input type="checkbox"/> NON-OWNE AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTIONS \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			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 \$

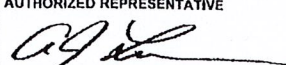
APPROVED

By John Mealer at 2:07 pm, Oct 11, 2017

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

Holder is listed as additional insured.

CERTIFICATE HOLDER**CANCELLATION**

City of Pompano Beach 100 W. 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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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: _____
LAMAR FISHER, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To Form:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instruments were acknowledged before me this _____ day of _____, 2017 by **LAMAR FISHER** 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:

CONCH KEY VILLAS TOWNHOMES
ASSOCIATION, INC., a Florida corporation

Christopher J. Casey
CHRISTOPHER J. CASEY
Print Name

By: Lisa Casey Lisa Casey
President, for the Board of Directors

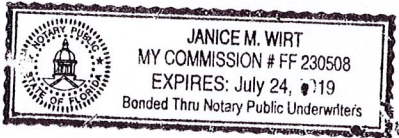
A. Capi
ANDRE CAPI
Print Name

(SEAL)

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 18 day of September, 2017, by Lisa Casey, as PRESIDENT of CONCH KEY VILLAS TOWNHOMES ASSOCIATION, INC. a Florida corporation, on behalf of the corporation. He is personally known to me or who has produced Dr. Lic C200-53-69-7551 Drivers License (type of identification) as identification.

NOTARY'S SEAL:



Janice M. Wirt
NOTARY PUBLIC, STATE OF FLORIDA

Janice M. Wirt
(Name of Acknowledger Typed, Printed or Stamped)

FF230508
Commission Number