

## **PARKING LICENSE AGREEMENT**

THIS PARKING LICENSE AGREEMENT (the "Agreement") is entered into and effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between G&C PLATINUM 50 INVESTORS, LLC, a Florida limited liability company, having its principal office at 1499 W. Palmetto Park Road, Suite 415, Boca Raton, Florida 33486 ("LICENSOR"), and CITY OF POMPANO BEACH, FLORIDA, a Florida municipal corporation, having its principal office located at 100 W. Atlantic Boulevard, Pompano Beach, Florida 33060 ("CITY"), collectively referred to as "the Parties."

### **WITNESSETH:**

WHEREAS, LICENSOR owns a professional office building located at 50 NE 26<sup>th</sup> Avenue, Pompano Beach, Florida 33062 ("Office Building") and the adjoining surface parking lot of approximately 34 spaces, bounded on the north by NE 1<sup>st</sup> Street and on the south by a public alley, identified as Broward County Property Appraiser's Office Folio 484331160050 and illustrated in Exhibit "A," attached and incorporated in this Agreement ("Surface Parking Lot"); and

WHEREAS, the CITY desires to use the Surface Parking Lot to provide public parking for customers, employees or invitees of nearby commercial businesses, including restaurants and other retail stores; and

WHEREAS, LICENSOR has agreed to grant CITY the right to use the Surface Parking Lot for the purposes described in this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

### **ARTICLE I GRANT OF LICENSE**

Subject to this Agreement, LICENSOR grants to CITY a revocable license to use during the Term (defined below), the Surface Parking Lot and the associated improvements within the Surface Parking Lot as described and depicted in Exhibit "A" to provide public parking. Notwithstanding, the LICENSOR shall continue to use the Surface Parking Lot for the benefit of the Office Building, its tenants and invitees in accordance with the terms and conditions of this License.

### **ARTICLE II TERM**

Except as otherwise provided in this Agreement, the License shall commence on the date this Agreement is fully executed by the Parties ("Commencement Date") and shall continue for five years (the "Term"), unless sooner terminated as provided in this Agreement. CITY shall have the right and option, but shall in no way be obligated, to seek up to one additional five (5)

year term extension ("Extension Period"), on the terms and conditions as set forth in this Agreement. Should CITY wish to extend this License for an Extension Period, CITY shall provide written notice to that effect to the LICENSOR at least six (6) months prior to the last day of the term of the Agreement.

### **ARTICLE III USE AND MAINTENANCE**

3.1 LICENSOR acknowledges that the parking lot has been constructed in a good and workmanlike manner and in substantial compliance with all applicable zoning ordinances and other legal requirements of the governing authorities.

3.2 CITY shall have a right to and access over and across the parking, driveway and walkway areas of the Surface Parking Lot for pedestrian and vehicular ingress, egress and movement by the general public during Operating Hours, as illustrated and further described in Exhibit "B," attached and incorporated in this Agreement. No change, modification or alterations may be made to the development plan for the Office Building or the Surface Parking Lot that results in a reduction of the current configuration of parking spaces without prior written notice to the CITY. In such case, the CITY may reduce the license fee described in Article IV below in a corresponding manner. No change, modification, or alteration shall be made to the access points between the Surface Parking Lot and the public streets, as shown on Exhibit A, without CITY's prior written approval, which approval shall not be unreasonably withheld.

3.3 CITY is entitled to the exclusive use and possession of the Surface Parking Lot for the use of the general public during the Term and Operating Hours as illustrated in Exhibit B, and may install or erect signage consistent with such usage; provided that nothing in this Agreement shall prohibit LICENSOR's tenants of the Office Building and such tenants' officers, directors, employees and guests to use the Surface Parking Lot in accordance with the terms and provisions of such tenants' leases.

3.4 To the maximum extent permitted in LICENSOR's leases for the Office Building, LICENSOR, its employees, tenants and other agents shall endeavor and ensure to move their motor vehicles parked in the Surface Parking Lot outside of LICENSOR's Business Hours for the Building (as defined below) so the space may be used by the public. "LICENSOR's Business Hours" for the Building are 7:00 A.M. - 6:00 P.M., on Monday through Friday, and 8:00 A.M. - 1:00 P.M., on Saturdays. CITY agrees to cooperate with LICENSOR, including (i) implementing a 24 hour grace period to ensure that LICENSOR's employees, tenants and invitees relocate their vehicles from the Surface Parking Lot outside of LICENSOR's Business Hours for the Building; and (ii) working with LICENSOR to reverse any citations, fines or fees charged to the tenants of the Office Building and such tenants' employees, invitees and agents for parking in the Surface Parking Lot outside of LICENSOR's Business Hours for the Building.

3.5 CITY shall also use commercially reasonable efforts to ensure that the public and invitees remove their passenger vehicles from the Surface Parking Lot prior to 2:00 A.M. each day, and that no overnight parking occurs; but CITY shall not be obligated to tow or

otherwise relocate such vehicles. LICENSOR may (but shall not be obligated to) tow or boot any vehicles, in accordance with Florida law, remaining in the Surface Parking Lot during LICENSOR's Business Hours for the Building.

3.6 CITY will ensure that the Surface Parking Lot is kept in a clean and orderly manner including the removal of trash, debris, garbage, and waste that may accumulate during the CITY's Operating Hours.

3.7 CITY shall not use or permit the Surface Parking Lot, or any part thereof, to be used for any purpose other than the purpose stated in this Agreement. No use shall be made or permitted to be made of the Surface Parking Lot, or acts done, that will cause a cancellation of any insurance policy covering the Surface Parking Lot; nor shall CITY sell, or permit to be kept, used, or sold, in or about the Surface Parking Lot, any article prohibited by the standard form of fire insurance policies. CITY shall, at its sole cost, comply with all requirements, pertaining to the Surface Parking Lot, of any insurance organization or company, necessary for the maintenance of insurance, as provided in this License, covering any improvements and appurtenances at any time located on the Surface Parking Lot.

3.8 Except in events or circumstances of emergency, LICENSOR shall provide advance notice to CITY, of no less than three (3) days, prior to performing any repairs or maintenance necessary to keep the Surface Parking Lot in good and safe condition. If CITY is prevented from using the Surface Parking Lot due to such activities or any LICENSOR approved activity, the CITY may reduce the Base License Fee described in Article IV below in a corresponding incremental manner.

3.9 LICENSOR shall promptly respond to concerns raised by CITY, CITY's employees, agents or invitees regarding the Surface Parking Lot or activities within the Surface Parking Lot and timely take appropriate action as warranted by the circumstances.

3.10 The Parties understand, acknowledge and agree that neither party shall in any way be responsible for any personal property of either party, their employees, invitees or other agents that may be left in the Surface Parking Lot.

3.11 CITY may utilize a third party to provide parking management services and manage all aspects of the property for public parking during operating hours. CITY may also install signage reflecting the days and hours of operation of the public parking, use of pay-by-phone and, where applicable, valet parking on the Surface Parking Lot. Prior to the installation of any such signage, CITY shall obtain LICENSOR'S prior written approval of the size, location and general appearance of the signage, which shall not be unreasonably withheld, conditioned or delayed.

3.12 CITY will not perform any such improvements without LICENSOR's prior written approval, which shall not be unreasonably withheld. All improvements shall be undertaken in accordance with applicable building codes and otherwise in a good workmanlike manner.

3.13 LICENSOR will be responsible to take any and all safety measures reasonably required to protect the persons and property of its employees, tenants, invitees and others utilizing the parking lot at all other times outside of the CITY's Operating Hours.

3.14 Each party to this Agreement shall notify the other party of any unsafe condition in the Surface Parking Lot promptly upon its discovery.

#### **ARTICLE IV LICENSE FEE; SHARED REVENUE**

4.1 In consideration for use of the Surface Parking Lot, CITY shall pay LICENSOR a license fee equal to Seven Thousand Five Hundred Dollars (\$7,500.00) each year, payable in quarterly installments of One Thousand Eight Hundred Seventy-Five Dollars (\$1,875.00) each, plus Florida sales taxes, where applicable, ("Base License Fee"), until this Agreement expires, terminates, is cancelled or otherwise ends. CITY shall pay to LICENSOR at the address listed on page 1 above, or at such other place as may be designated from time to time by LICENSOR.

4.2 Additionally, commencing on the Commencement Date, CITY agrees to pay LICENSOR, in arrears, without demand, on or before the date that is thirty (30) days after the end of each calendar quarter of the Term, an amount equal to (i) forty percent (40%) of the gross parking revenue received by CITY during the immediately preceding calendar quarter of the Term ("Shared Revenue"), less (ii) the applicable sales tax actually paid by the CITY to the applicable governmental authorities for the parking revenue received by the CITY, and less (iii) the Base License Fee established in this Article required to be paid by CITY under this Agreement during such calendar quarter. CITY shall furnish to LICENSOR, within twenty (20) days after the end of each calendar month during the Term, a complete statement of the amount of the gross parking revenue made from the Surface Parking Lot during the immediately preceding calendar month, together with the sales tax paid by the CITY for such parking revenue. CITY shall keep at all times during the Term full, complete and accurate books of account and records with respect to all operations conducted in connection with the Surface Parking Lot. CITY shall retain such books and records for at least three (3) years from the end of the period to which they are applicable, or, if any audit is required or if a controversy should arise between the parties regarding the Shared Revenue due and payable, until such audit or controversy is terminated, even though such retention period may be after the expiration of the Term or earlier termination of this Agreement. All such books and records shall be open at all reasonable times during the retention period to the inspection of LICENSOR or its duly authorized representatives, who shall have full and free access to such books and records upon no less than ten (10) days prior written notice. However, in no instance, shall CITY be required to retain such books or records beyond the retention period required under applicable laws.

4.3 The City retains the right to charge for public parking at all times during the License period. The Base License Fee and Shared Revenue may be paid by check or wire transfer made payable to LICENSOR. If the Term commences or terminates on a day other

than the first day of a calendar month, the License Fee for such month shall be prorated. Any excess License Fee paid by CITY with respect to the partial month following the date on which the Term commences shall be credited to the License Fee due with respect to the following month of the Term.

## **ARTICLE V LICENSOR REPRESENTATIONS**

5.1 LICENSOR makes the following representations to CITY, which CITY materially relies upon in entering into this Agreement.

5.1.1. LICENSOR is a limited liability company duly organized, existing and authorized to transact business in the state of Florida, with the power and authority to enter into this Agreement.

5.1.2. LICENSOR's execution, delivery, consummation and performance under this Agreement will not violate or cause LICENSOR to be in default of any provisions of its governing documents, rules and regulations, or any other agreement to which LICENSOR is a party, or constitute a default or cause acceleration of any obligation of LICENSOR under such an agreement.

5.1.3. The individual executing this Agreement and related documents on behalf of LICENSOR is duly authorized to take such action, which action shall be, and is, binding on LICENSOR.

5.1.4. There are no legal actions, suits or proceedings pending or threatened against or affecting LICENSOR or its principals that LICENSOR is aware of which would have any material adverse effect on LICENSOR's ability to perform its obligations under this Agreement.

5.2 LICENSOR agrees to be bound by all terms, conditions, duties, obligations and specifications set forth in this Agreement.

## **ARTICLE VI NON-ASSIGNABILITY AND SUBCONTRACTING**

6.1 This Agreement is not assignable and the parties agree that they shall not sell, assign, transfer, merge or otherwise convey any of their interests, rights or obligations under this Agreement, in whole or in part, to any other person, corporation or entity without prior written approval from the other party. Notwithstanding the foregoing, in the event of a sale of the Surface Parking Lot by LICENSOR, this Agreement shall be deemed to be automatically assigned to the successor owner of the Surface Parking Lot.

6.2 Except as provided in the last sentence of Section 6.1 above, any attempt by either party to assign or transfer any of its rights or obligations under this Agreement without first obtaining the other party's written approval will result in immediate cancellation of this

Agreement. Specifically, no formal assignment of any right or obligation under this Agreement shall be binding on the CITY without the written consent of the City Commission of Pompano Beach.

6.3 This Agreement and the underlying rights and obligations shall not be assignable or transferable by any process or proceeding in court, or by judgment, execution, proceedings in insolvency, bankruptcy or receivership, and in the event of LICENSOR's insolvency or bankruptcy, CITY may at its option terminate and cancel this Agreement without any notice of any kind whatsoever, in which event, all rights of LICENSOR shall immediately cease and terminate.

6.4 Nothing in this Agreement shall be construed to create any liability on the part of the CITY or its agent(s) nor shall it be construed as granting any rights or benefits to anyone other than CITY and LICENSOR.

## **ARTICLE VII INSURANCE**

7.1 CITY shall provide insurance for use of the Surface Parking Lot in accordance with the requirements and limits set forth in this Article and Exhibit C, attached and incorporated in this Agreement. CITY shall submit to LICENSOR the Certificates of Insurance evidencing the foregoing insurance coverage.

7.2 CITY further agrees to maintain a qualified insurance program in the limits specified in Florida Statute §768.28 with LICENSOR as an additional insured. The insurance program shall provide for general and automobile and Workers Compensation and Employers Liability Coverage. In the event that CITY's insurance program is modified during the Term of this License, CITY shall provide LICENSOR with at least thirty (30) days prior written notice. Furthermore, if CITY operates or engages a third party to manage the public parking or enforce payment of public parking fees in the Surface Parking Lot, then CITY's operator shall provide insurance naming LICENSOR as an additional insured.

7.3 Each Party waives any right or claim for recovery against the other for any property damage or loss (whether caused by negligence or the condition of the Surface Parking Lot or any part thereof) to the extent such damage or loss is covered by an insurance policy required under this Agreement. The Parties shall cause its insurance carrier to endorse all applicable policies waiving the carrier's right of recovery under subrogation or otherwise in favor of the other parties to this Agreement. It is the express intention of the Parties that the waivers contained in this paragraph apply to all matters described in this Agreement, including, without limitation, any matter that is caused in whole or in part by the sole or concurrent negligence of either Party, or any of their employees, agents, or invitees.

**ARTICLE VIII  
LICENSES, PERMITS AND AUTHORIZATIONS**

8.1 In the conduct of its activities under this Agreement, CITY shall comply with all applicable federal and state laws and regulations and all applicable county and city ordinances and regulations.

8.2 *Emergency Action.* The Parties agree to respond accordingly to any and all emergency safety issues required for the safety and welfare of the community and those present or utilizing the Surface Parking Lot. If, in the course of CITY's operations, CITY or its officers, agents and employees become aware of any condition on the Surface Parking Lot that may be dangerous, upon being notified, LICENSOR shall immediately correct such condition or cease operations so as not to endanger persons or property. If LICENSOR fails to take appropriate action immediately as directed by CITY, CITY may take any action to correct the condition, and LICENSOR shall be responsible to pay CITY for any expenditures incurred by the CITY within two (2) weeks after receipt of CITY's written invoice for such emergency action.

8.3 CITY shall utilize the Surface Parking Lot exclusively for the activities described in this Agreement and no part of the Surface Parking Lot shall be used for any purpose, business, activity, use or function to which the LICENSOR objects.

8.4 LICENSOR shall cooperate with CITY and execute all requisite documents to obtain any and all necessary governmental approvals for use of the Surface Parking Lot and shall not incur any cost or liability for doing so.

**ARTICLE IX  
INDEMNIFICATION**

9.1 To the extent permitted by law and the limits set forth in Section 768.28, Florida Statutes, CITY shall save and hold harmless LICENSOR from, and shall indemnify LICENSOR against any loss, liability, claim, damage, expense, penalty, or fine, including bodily injury, death, and property damage, arising out of the negligent use or operation of the Surface Parking Lot by CITY, its employees, agents or invitees during the CITY's Operating Hours. The foregoing indemnification shall include, without limitation, an obligation to repair or pay for the repair of damage to landscaping, personal property, fixtures, and improvements located on the Surface Parking Lot, to the extent such damage is caused by CITY, its employees, agents or invitees and the public during CITY's Operating Hours.

9.2 LICENSOR shall save and hold harmless CITY from, and shall indemnify CITY against any loss, liability, claim, damage, expense, penalty or fine, including bodily injury, death and property damage, arising out of the use of the Surface Parking Lot by LICENSOR or its respective employees, representatives, agents, contractors, tenants or invitees.

9.3 For purposes of this Agreement, "Loss" or "Claim" shall mean any obligation; liability; claim; lien or encumbrance; loss; damage; cost, or expense; including, but not limited to,

any claim for damage to property or injury to or death of any persons. Each claim for indemnification shall be subject to the following provisions: (i) the indemnity shall cover the indemnitee's costs and expenses, including, without limitation, reasonable attorneys' fees, disbursements and court costs related to any actions, suits or judgments incident to any of the matters covered by such indemnity, whether at trial or on appeal and (ii) indemnitee shall notify indemnitor of any Claim against indemnitee covered by the indemnity within thirty (30) days after it has notice of such Claim. However, indemnitee's failure to notify indemnitor shall in no case prejudice indemnitee's rights unless indemnitor shall be prejudiced by that failure and then only to the extent that indemnitor shall be prejudiced by such failure. Should indemnitor fail to discharge or undertake to defend indemnitee against such liability upon learning of a Claim, the indemnitee may settle such liability and indemnitor's liability shall be conclusively established by that settlement, the amount of such liability to include both the settlement consideration and indemnitee's reasonable costs and expenses, including attorneys' fees, disbursements and court costs incurred in effecting the settlement.

9.4 The obligations of the parties under this section shall survive the termination or expiration of this Agreement and remain binding upon the parties to this Agreement until fully observed, kept, or performed.

9.5 Nothing contained in this Agreement shall be construed to affect in any way the rights, privileges and immunities of CITY, or be intended to serve as a waiver of sovereign immunity, as set forth in Florida Statutes §768.28.

9.6 The Parties acknowledge and agree that neither party would enter into this Agreement without this indemnification. The parties agree that authorization to use of the Surface Parking Lot shall constitute consideration or alternatively one percent (1%) of the any moneys obtained by LICENSOR for such use of the Surface Parking Lot, shall constitute specific consideration for the indemnification to be provided under the Agreement.

9.7 LICENSOR shall be solely responsible for insuring all personal property, not belonging to CITY, at the Surface Parking Lot against damage or loss of any nature or kind. LICENSOR acknowledges and agrees that, except for the CITY's gross negligence or willful misconduct, CITY assumes no responsibility whatsoever for any personal property placed at the Property.

## **ARTICLE X TAXES AND ASSESSMENTS**

10.1 LICENSOR agrees to pay any and all ad valorem real estate taxes, charges or special assessments that at any time may be levied by any federal, state, county, city or any other levying body upon the Surface Parking Lot or on any possessory right which LICENSOR may have in or to the Surface Parking Lot. CITY shall be solely obligated to pay any tangible personal property taxes assessed against any fixtures, equipment, or other personal property installed in or brought onto the Surface Parking Lot by CITY and for its sales tax collections and remittances.



10.2 Notwithstanding the foregoing provision, LICENSOR shall, after notifying CITY of its intention to do so, have the right in its own name or behalf, or in the name and behalf of CITY, to contest in good faith by all appropriate proceedings the amount, applicability or validity of any such tax or assessment, and in good faith by all appropriate proceedings the amount, applicability or validity of any such tax or assessment.

## **ARTICLE XI REPAIRS AND DESTRUCTION OF IMPROVEMENTS**

11.1 *Maintenance of Improvements; Compliance with Laws.* CITY shall, at its own cost and without any expense to LICENSOR, keep and maintain the Surface Parking Lot during its Operating Hours in good, sanitary, and neat order and condition. Except as specifically provided in this Agreement, LICENSOR shall restore and rehabilitate any improvements of any kind that may be destroyed or damaged by fire, casualty, or any other cause whatsoever. CITY is not obligated to make any repairs, replacements, or renewals of any kind whatsoever to the Surface Parking Lot or improvements on it, unless such improvements were made by CITY or the repair, replacement or renewal is required due to CITY's use of the Surface Parking Lot (including, without limitation, any damage caused by the CITY's invitees and all other third parties using the Surface Parking Lot during the Operating Hours). Where applicable, CITY shall also comply with and abide by all federal, state, county, municipal and other governmental statutes, ordinances, laws, and regulations affecting improvements made by CITY on the Surface Parking Lot or any activity conducted while the CITY was in possession of the Surface Parking Lot.

11.2 *Damage to and Destruction of Improvements.* In case of damage to or destruction of any improvement due to CITY's negligence or the negligent actions of its employees, invitees or agents, CITY shall at its own expense promptly repair and restore the improvement to a condition as good as that which existed prior to the damage or destruction. All other damage to or destruction of any improvement not due to the negligence of CITY, its employees, invitees or agents shall be the LICENSOR's sole responsibility. Should CITY voluntarily remedy damages to or destruction of an improvement on the Surface Parking Lot after receipt of LICENSOR's prior written consent, the LICENSOR agrees to make the proceeds of any insurance maintained by the LICENSOR covering the damage or destruction available to CITY as reimbursement for its repair or replacement.

11.3 *Damage or Destruction Occurring Toward End of Term.* Notwithstanding anything to the contrary in the immediately preceding paragraphs, in case of destruction of any improvement on the Surface Parking Lot or damage to such improvement from any cause other than the negligence of CITY or its employees, invitees or agents, so as to make it untenable, CITY, if not then in default under this Agreement, may elect to terminate this Agreement by written notice served on LICENSOR within thirty (30) days after the occurrence of the damage or destruction. In the event of such termination, CITY shall timely remove all CITY-installed improvements including, but not limited to, parking meters and signage. On termination, CITY shall return the Surface Parking Lot to LICENSOR. On termination, rent and any other sums payable by CITY to LICENSOR under this Agreement shall be prorated as

of the termination date, and in the event any license fee shall have been paid in advance, LICENSOR shall rebate them for the unexpired period for which payment shall have been made.

**ARTICLE XII  
MARKET FOR SALE**

LICENSOR shall have the absolute right to sell, assign, mortgage, or otherwise encumber or dispose of LICENSOR's interest in the Surface Parking Lot including, without limitation, erecting any type of for sale or future development sign on or adjacent to the Surface Parking Lot and taking any further action in connection therewith. However, LICENSOR's exercise of such right shall be preceded by written notice of not less than thirty (30) calendar days to CITY.

**ARTICLE XIII  
NOTICES AND DEMANDS**

Whenever it is provided that notice, demand or other communication may or shall be given to, or served upon, either of the parties by the other, it must be in writing and forwarded (i) by email or (ii) postage prepaid via certified U.S. mail or other trackable common carrier such as FedEx or UPS, and forwarded to the representative and mailing address set forth below until changed by written notice in accordance with this Article.

**For LICENSOR:**

Mark Corlew, Manager  
G&C PLATINUM 50 INVESTORS, LLC  
1499 W. Palmetto Park Road, Suite 415  
Boca Raton, Florida 33486  
Email: [mcorlew@grovercorlew.com](mailto:mcorlew@grovercorlew.com)  
954-516-7019

**For CITY:**

Gregory Harrison, City Manager  
City of Pompano Beach  
P.O. Drawer 1300  
Pompano Beach, Florida 33061  
E-mail: [Greg.Harrison@copbfl.com](mailto:Greg.Harrison@copbfl.com)  
954-786-4601 Office  
954-786-4504 Fax

**With a copy to:**

Mark Berman, City Attorney  
City of Pompano Beach  
100 W. Atlantic Blvd., 4<sup>th</sup> Floor  
Pompano Beach, Florida 33060  
E-mail: [Mark.Berman@copbfl.com](mailto:Mark.Berman@copbfl.com)  
954-786-4614 Office  
954-786-4113 Fax

Jeff Lantz, Parking Manager  
City of Pompano Beach  
3460 NE 3<sup>rd</sup> Street  
Pompano Beach, Florida 33062  
E-mail: [Jeff.Lantz@copbfl.com](mailto:Jeff.Lantz@copbfl.com)  
954-786-5580 Office

**ARTICLE XIV  
GOVERNING LAW AND VENUE; WAIVER OF  
JURY TRIAL; NON-EXCLUSIVITY**

14.1 This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit will be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida.

14.2 BY ENTERING INTO THIS AGREEMENT, THE PARTIES EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

14.3 No remedy 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.

**ARTICLE XV  
ATTORNEY'S FEES**

In the event of litigation between the parties, the prevailing party shall be entitled to recover all costs of collection, including a reasonable attorney's fees and court costs, at trial or on appeal. The provisions of this paragraph shall survive termination of this Agreement.

**ARTICLE XVI  
FORCE MAJEURE**

16.1 Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of God, or act or order of governmental instrumentality, failure of technical facilities, interruption or delay of transportation service, epidemic, pandemic, 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.

16.2 If either party is unable to perform or is delayed 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 payment for such use suspended until such time as the event ends or 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.

16.3 In order to be entitled to the benefit of this Article, a party claiming an event of Force Majeure shall be required to give prompt written notice to the other party specifying in detail the event of force majeure and also diligently proceed to correct the adverse effect of any force majeure, where possible. The parties agree that, as to this Article, time is of the essence.

## **ARTICLE XVII WAIVER AND MODIFICATION**

17.1 No waiver by either party with respect to performance, manner, time or any obligation of either party or any condition hereunder shall be considered a waiver of that party's rights with respect to the particular obligation or condition beyond those expressly waived in writing or a waiver of any other rights of the party making the waiver or any other obligations to the other Party. Neither party's failure to insist upon strict compliance with any terms, covenants or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach.

17.2 The Parties may request changes to modify certain provisions of this Agreement; however, unless otherwise provided, such changes must be contained in a written amendment executed by both parties with the same formality of this Agreement.

## **ARTICLE XVIII SEVERABILITY**

Should any provision of this Agreement or the application of such provisions be rendered or declared invalid by court action or by reason of any existing or subsequently enacted legislation, the remaining parts or provisions of this Agreement shall remain in full force and effect.

## **ARTICLE XIX BINDING EFFECT**

The benefits and obligations imposed pursuant to this Agreement shall be binding and enforceable by and against the Parties.

## **ARTICLE XX LICENSE NOT LEASE**

Both parties acknowledge and agree this License shall not be deemed a lease but rather a license granted to CITY by LICENSOR to provide the Surface Parking Lot under the conditions and purposes expressed in this Agreement and shall not be construed to be a license

to engage in any other uses. CITY understands and agrees that it takes the Surface Parking Lot in "as is" condition.

## **ARTICLE XXI TERMINATION**

21.1 *Termination for Cause.* Breach or default of any of the covenants, duties, or terms of this Agreement shall be cause for termination, in whole or in part, of this Agreement, if such breach or default remains uncured for more than thirty (30) days after written notice thereof from the non-defaulting party to the defaulting party, or such longer period as may be reasonably required under the circumstances as long as the defaulting party commences the cure of such breach or default prior to the expiration of such thirty (30) day period and diligently thereafter pursues the cure of the breach or default to completion. Any such notice of default shall describe in reasonable detail the alleged breach or default.

21.2 *Termination for Convenience.* During the Lease Term and any extension or renewal of this Agreement, upon sixty (60) calendar days written notice, in accordance with Article XIII, delivered to CITY, LICENSOR may without cause and without prejudice to any other right or remedy, terminate this Agreement, for convenience whenever it determines that such termination is in the best interests of LICENSOR. Upon receipt of such notice, CITY shall use commercially reasonable efforts to discontinue all use of the Surface Parking Lot to the extent indicated on the notice of termination and LICENSOR shall not be responsible for any costs CITY incurs as a result of the termination for convenience. In the event of such termination, the License Fee shall be prorated and the portion of the License Fee attributable to the period following such termination shall be refunded by LICENSOR to CITY. Further, CITY shall timely remove all CITY-installed improvements including, but not limited to, parking equipment and signage and return the Surface Parking Lot to LICENSOR.

21.3 CITY shall also have the right to terminate this Agreement for convenience, upon no less than thirty (30) days prior written notice to the LICENSOR, provided CITY complies with all obligations within the Agreement regarding the use and maintenance of the Surface Parking Lot.

## **ARTICLE XXII MISCELLANEOUS**

22.1 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, email or facsimile copy of this Agreement and any signatory to this Agreement shall be considered for all purposes as original.

22.2 This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and both parties agree there are no commitments, agreements or understandings relevant to the subject matter that are not contained in this Agreement.

Accordingly, both parties agree not to deviate from the terms in this Agreement predicated upon any prior representations or agreements, whether oral or written.

22.3 Regardless of which party or party's counsel prepared the original draft and subsequent revisions of this Agreement, both CITY and LICENSOR 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.

22.4 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 in this Agreement 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.

22.5 The Recital stated above are true and correct and are incorporated by this reference into this Agreement. The Exhibits attached are also incorporated into and made a part of this Agreement.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.**

**IN WITNESS WHEREOF**, the parties have set their hands and seals the day and year first above written.

**"CITY":**

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

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

Attest:

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

(SEAL)

APPROVED AS TO FORM:

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

"LICENSOR":

**G&C PLATINUM 50 INVESTORS, LLC,**  
a Florida limited liability company

By: **G&C Platinum 50 Management, LLC**  
a Florida limited liability company

By: \_\_\_\_\_  
Anuj Grover, Manager

By: \_\_\_\_\_  
Mark Corlew, Manager

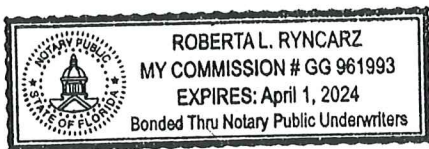
STATE OF FLORIDA )  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of October, 2021, by means of  physical presence or  online notarization, by Anuj Grover as Manager and Mark Corlew as Manager of G&C Platinum 50 Management, LLC, a Florida limited liability company on behalf of G&C Platinum 50 Investors, LLC, a Florida limited liability company, who are  personally known to me or  produced as identification.

NOTARY SEAL:

Roberta L. Ryncarz  
Notary Public, State of Florida

Roberta L. Ryncarz  
Print Name

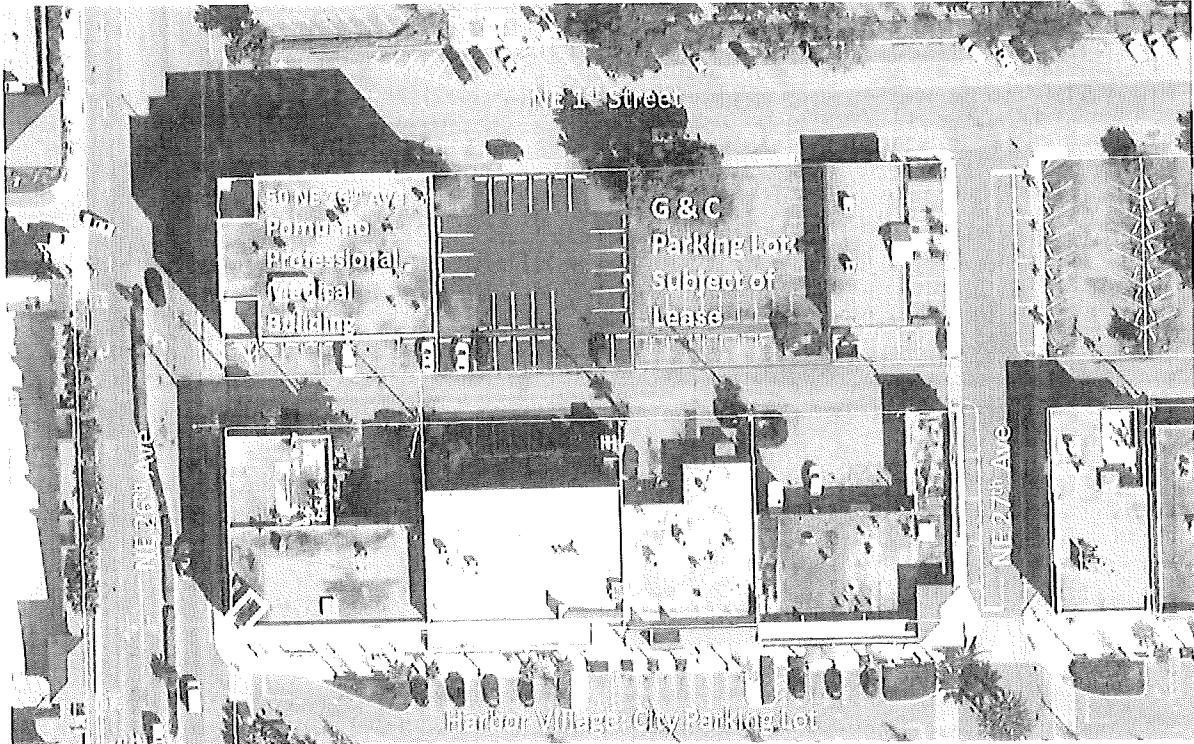


JES:jrm  
9/28/21  
L:agr/parking/2021-1182



**EXHIBIT A**

**SURFACE PARKING LOT ILLUSTRATION**



**EXHIBIT B**  
**CITY PARKING OPERATION:**

1. The City will operate public parking on LICENSEOR'S Surface Parking Lot from 6:00 P.M. until 11:59 p.m. Monday- Friday, from 1:00 p.m. until 11:59 p.m. on Saturdays, and from 7:00 a.m. until 11:59 P.M. on Sundays (the "Operating Hours").
2. The City will place signage on the Surface Parking Lot, at City's expense, designating it as a public parking lot during the Operating Hours and subject to the payment of a fee for such right to park or be subject to a citation.
3. The City will monitor the Surface Parking Lot for compliance with parking regulations during its Operating Hours and pick up and dispose of trash and other debris at its expense during such Operating Hours.
4. For a fee, The City will provide hourly parking and valet parking during weekdays in the evenings and during weekend lunch and dinner hours.