

REVOCABLE LICENSE AGREEMENT

THIS AGREEMENT, made this _____ day of _____ 2016, by and between:

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

and

THE FIRST PRESBYTERIAN CHURCH OF POMPANO BEACH, FLORIDA, INC., a Florida non-profit corporation, hereinafter referred to as "**LICENSEE**."

WITNESSETH:

WHEREAS, LICENSEE is the owner of the real property located on both sides of NE 26th Avenue between NE 23rd Court and NE 24th Street, Pompano Beach, Florida; and

WHEREAS, CITY has agreed to permit LICENSEE to use a portion of said right-of-ways, for the use specified below for a pedestrian safety structure to be constructed; and

WHEREAS, the parties have agreed to enter into a Revocable License Agreement in relation to the use of said right-of-way 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 a portion of the NE 26th Avenue right-of-way, a depiction of which is set forth in Exhibit "A," attached hereto and made a part hereof ("Property").

2. TERM.

The term of this license shall run in perpetuity provided the LICENSEE continues to maintain the pedestrian safety structure in good operating condition as determined by the CITY. Should the CITY determine that the LICENSEE has failed to maintain the structure, 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 (exclusive of the current cross-walk use for the general public) of the Property as it relates to the installation of the two (2) pedestrian crossing Roadside Flashing Beacon Assemblies, which is depicted in detail on Exhibit "B," attached hereto and made a part hereof. 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 two (2) pedestrian crossing Roadside Flashing Beacon Assemblies, which is depicted in detail on Exhibit "B."

The Property shall not be used for any other purpose whatsoever (exclusive of the current crosswalk use for the general public) without written consent of the CITY. LICENSEE shall not permit the licensed Property to be used or occupied in any manner, which will violate any laws or regulations of any governmental authority.

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. In the event of an attempt to assign, transfer, convey or otherwise dispose of this license to any person not 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 at their sole expense said structures, as described in Exhibit "B," in good working condition while occupying the use of CITY's Property pursuant to this Revocable License Agreement.

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 from this Revocable License Agreement.

7. INSURANCE.

LICENSEE shall procure at its own cost and expense Comprehensive General Liability Insurance coverage in an amount not less than One Million (\$1,000,000.00) Dollars combined single limit in addition to any other insurance or bond CITY may require, which insurance will protect LICENSEE, CITY, and their officers and employees from any claims for damages to property and for personal injuries, including death, which may arise on said property during the term of this agreement and any renewals. The insurance policy shall contain a sixty (60) day cancellation clause period and a Certificate of Insurance shall be furnished the CITY, naming the City of Pompano Beach as an additional insured pursuant to this 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 to its original condition (single crosswalk) or better upon written notice, as provided for in Section 11 by CITY that LICENSEE has failed to maintain the structures 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, the condition of the Property shall be such that it is safe and not a hazard and in its original condition (single crosswalk) or better as determined by the CITY.

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 abandoned use of the crosswalk or failure by the LICENSEE to maintain the structure, due to the CITY's need to use the Property for a higher municipal purpose because the LICENSEE's use of the Property is a risk to the public's health, safety or welfare as determined by CITY. Said removal shall be solely at LICENSEE's own expense with no right to compensation of any kind from CITY.

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: The First Presbyterian Church of Pompano
Beach, Florida, Inc.
2331 NE 26th Avenue
Pompano Beach, Florida
33062 Attention: Ms. Wendy
Hunt

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 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 may be recorded in the Public Records of Broward County, Florida.

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

"LICENSEE"

The First Presbyterian Church of Pompano Beach, Florida, Inc.

(Print name of company)

Witnesses:

By:

Print

Name:

Title:

Business

License

No.

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 14 day of SEPTEMBER, 2016 by JOHN BASWELL, JR as TREASURER of FIRST PRESBYTERIAN CHURCH, A Florida corporation on behalf of the corporation. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



Cyle R. Morpeth
Commission # FF061279
Expires: Oct. 09, 2017
WWW.AARONNOTARY.COM

Cyle R. Morpeth
NOTARY PUBLIC, STATE OF FLORIDA

CYLE R. MORPETH
(Name of Acknowledger Typed, Printed or Stamped)

"CITY"

Witnesses:

CITY OF POMPANO BEACH

By: _____

LAMAR FISHER, MAYOR

By: _____

DENNIS W. BEACH, 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 instrument was acknowledged before me this _____ day of _____, 2016,
by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** 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 is
personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

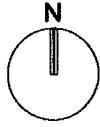
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

EXHIBIT "A"

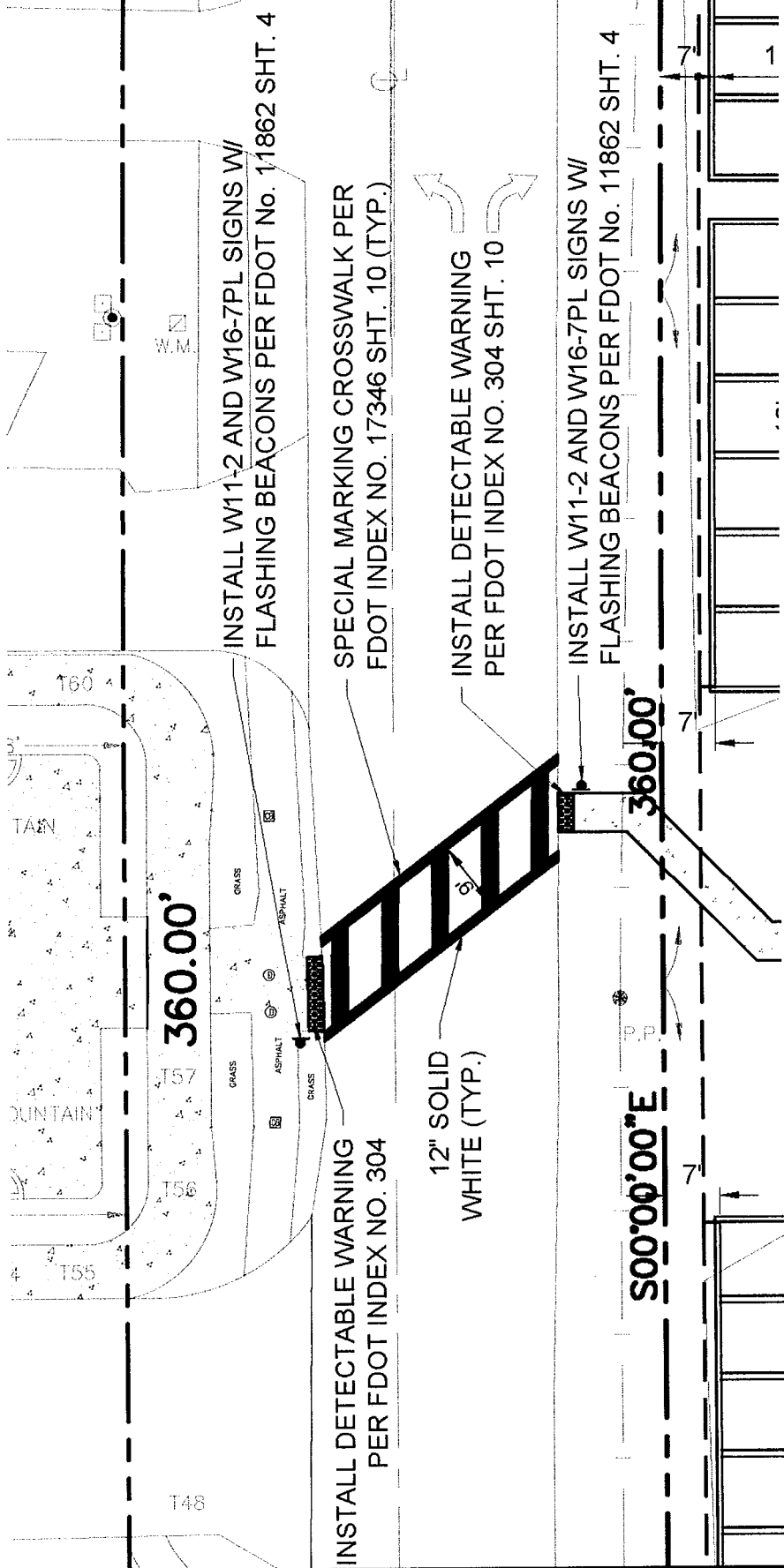
NOTE: PRINTED DRAWING SIZE MAY
HAVE CHANGED FROM ORIGINAL.
VERIFY SCALE USING BAR SCALE.

GRAPHIC SCALE



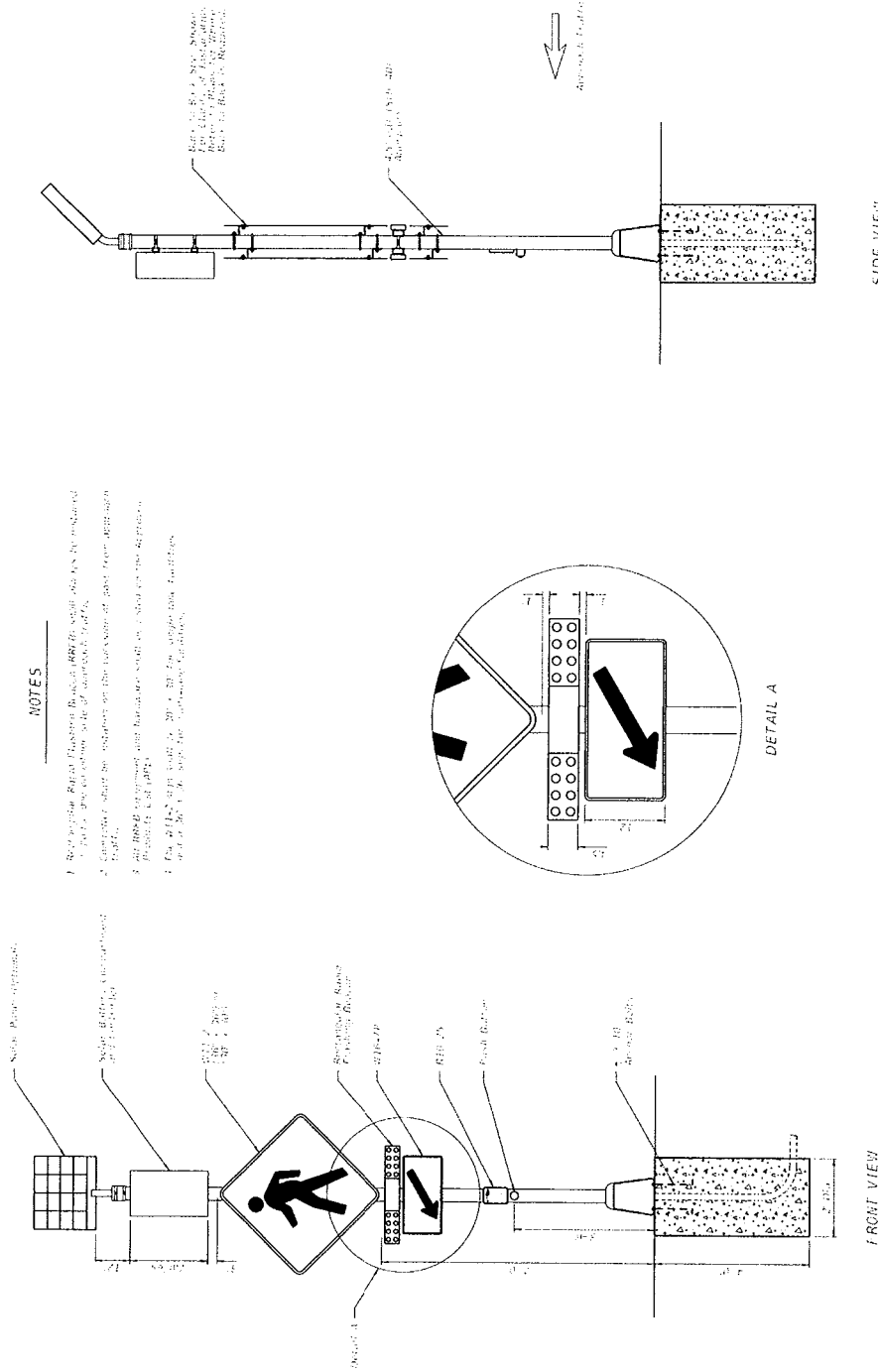
0 20 40

SCALE: 1"=20'



DATE	7/20/16	PROJECT NO.	05005.01
	SCALE 1"=20'		
DRAWN BY	MG	SHEET IDENTIFICATION	CM-101
DESIGN BY	MG		
CHECKED BY	JT	SHEET 1 of 2	
DATE			
REVISION		KERRI KERRI ENGINEERING 301 East Atlantic Boulevard Pompano Beach, Florida 33060-6843 (954) 788-3400, FAX (954) 788-3500 State of Florida Certificate of Authorization Number - 7928	
CITY OF POMPAÑO BEACH		BROWARD COUNTY	
PAVEMENT MARKING AND SIGNAGE PLAN		FIRST PRESBYTERIAN CHURCH PARKING LOT IMPROVEMENTS	

EXHIBIT "B"



LAST REVISION	DESCRIPTION	DATE	INDEX NO	SHEET NO
07/01/14			11862	4 of 7

DATE	REVISION

DATE: 7/20/16
 SCALE: 1"=20'
 DRAWN BY: MG
 DESIGN BY: MG
 CHECKED BY: JT

FIRST PRESBYTERIAN CHURCH
PARKING LOT IMPROVEMENTS
 SIGNAGE DETAIL
 CITY OF POMPANO BEACH
 BROWARD COUNTY

KETRA
 301 East Atlantic Boulevard
 Pompano Beach, Florida 33060-6643
 (954) 788-3400; FAX (954) 788-3500
 State of Florida Certificate of
 Authorization Number - 7928

PROJECT NO: 05005.01
 SHEET IDENTIFICATION
CM-501
 SHEET 1 of 2

Exhibit C

Client#: 109644

FIRSPRE5

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/19/2016

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 CBIZ Insurance Services, Inc. 301 Yamato Road Suite 3150 Boca Raton, FL 33431		CONTACT NAME: PHONE (A/C, No, Ext): 561 994-2210 FAX (A/C, No): E-MAIL: ADDRESS:															
INSURED First Presbyterian Church of Pompano Beach 2331 NE 26th Ave Pompano Beach, FL 33062		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Philadelphia Indemnity Insuranc</td> <td>18058</td> </tr> <tr> <td>INSURER B: RetailFirst Insurance Co.</td> <td>10700</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Philadelphia Indemnity Insuranc	18058	INSURER B: RetailFirst Insurance Co.	10700	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:																	
INSURER D:																	
INSURER E:																	
INSURER F:																	

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 SUBR INSR 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 type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	PHPK1437588	01/01/2016	01/01/2017	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 \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		PHPK1437588	01/01/2016	01/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000		PHUB526305	01/01/2016	01/01/2017	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	52037589	01/01/2016	01/01/2017	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Pompano Beach is an additional insured on the General Liability policy.

CERTIFICATE HOLDER

CANCELLATION

City of Pompano Beach 100 W Atlantic Ave. Pompano Beach, FL 33062	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 <i>J. Keith Rowan, Jr.</i>
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ACORD 25 (2014/01) 1 of 1
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