

LICENSE AGREEMENT FOR THE OLD TOWN MURAL

THIS LICENSE AGREEMENT is entered into by and between the City of Pompano Beach, a municipal corporation ("City") and T E P M, Inc., a Florida corporation (Owner), and is made as of _____, 2023. In consideration of the mutual agreements contained herein, the parties hereto agree as follows:

1. Recitals. This License Agreement is made with respect to the following facts and for the following purposes, which each of the parties hereto acknowledge as true and correct:

A. T E P M, Inc. is the owner of the property located at 135 NE 1st Avenue, Pompano Beach, Florida 33060.

B. The City, through its hired Artist, Carlos Gonzalez, painted a mural known as "Old Town" on or about November 2016, upon the exterior wall of the building owned by T E P M, Inc., located at 135 N.E. 1 Avenue Street, Pompano Beach, Florida 33060.

C. T E P M, Inc., is willing to grant this License to City in consideration and recognition of the sum of Ten Dollars (\$10.00), the receipt to which is hereby acknowledged, to continue the improvement to the property in its current condition.

D. The City and T E P M, Inc., desire to enter into this License Agreement to provide the terms and conditions upon which the City shall use the building as described below.

2. Right to Use the Building to display and maintain the Old Town Mural in its current condition.

T E P M, Inc. hereby grants a revocable license to City to use the back of the above-described building, which he is the legal owner of, to continue to display and maintain the currently painted Old Town Mural.

3. Term of License to use the Building.

A. Duration. The Term of this Agreement shall commence on the date of execution by all parties, and shall continue in duration for a period of at least ten (10) years.

B. Right to Terminate Agreement. The City may terminate this Agreement for any reason by providing a sixty (60) day written notice of termination to the other party at the addresses provided for in Section 8, herein.

4. Responsibilities of the City. The City shall coordinate with the Artist to provide any touch-up maintenance to the mural painting if it is deemed necessary.

5. Responsibilities of T E P M, Inc.

T E P M, Inc. shall display and maintain the Mural on the building for a period of at least ten (10) years regardless if ownership changes before the expiration of ten (10) years, from the date of this agreement. Said condition shall be included in writing in any future purchase and sales agreement.

6. Representations. City represents and warrants to T E P M, Inc., that it holds all such rights and interests as required to permit City to enter into this Agreement and it is duly authorized to enter into this Agreement.

T E P M, Inc., through its President, Thomas E. McMahon, warrants and represents to City that (i) it is the legal owner of the referenced property; (ii) has the lawful right to allow said Mural to remain on the property and therefore duly authorized to enter into this Agreement; (iii) it hereby agrees to indemnify City and undertake to hold harmless against any action, claims, suits, losses, damages, or expenses brought against or incurred by City based on any third party claims that may occur as a result of maintaining the Old Town Mural on said property.

7. Notice. Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal services, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by written notice to the other party:

City: CITY OF POMPANO BEACH
100 West Atlantic Boulevard
Pompano Beach, Florida 33060
Attention: Laura Atria

Facility: T & M Services, Inc.
Kelly McMahon
31 NE 1st Street
Pompano Beach, FL 33060
954-942-8768

8. Interpretation. Each party had the full opportunity to participate in the drafting of this Agreement and, therefore, the Agreement shall not be interpreted against any party on the ground that the party drafted the Agreement or caused it to be prepared.

9. Authority to Enter Into Agreement. Each person signing below personally warrants and represents to T E P M, Inc., that the City has approved this License, intends to be bound by its terms and that they are duly authorized to execute this License Agreement on behalf of the City.

10. Governing Law, Venue, and Waiver of Jury Trial.

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

11. Entire Agreement. This Agreement and any documents attached hereto or mentioned herein, contain all of the Agreements of the parties regarding the Subject Property, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose.

12. Independent Contractor. The relationship of the parties created by this Agreement shall be that of independent contractor. Nothing contained in this Agreement shall be construed or interpreted as creating a relationship of joint ventures, partners, principal and agent or employer and employee under any circumstances. Neither party shall have the power to obligate or bind the other party.

13. Amendments. No provision of this Agreement may be amended except by the written agreement of both parties.

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement as of the date first above written.

“CITY”:

CITY OF POMPANO BEACH

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

Date: _____

KERVIN ALFRED
CITY CLERK

(SEAL)

Approved As To Form:

MARK E. BERMAN
CITY ATTORNEY

"OWNER":

Witnesses:

[Signature]
[Signature]

T E P M, INC., a Florida corporation

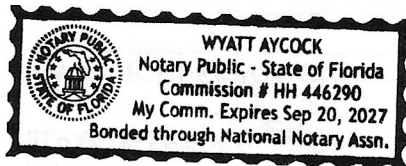
By: Thomas McMahon
THOMAS E. MCMAHON

(SEAL)

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 6
day of December, 2023 by THOMAS E. MCMAHON, as President of T E P
M, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or who
has produced (type of identification) as identification.

NOTARY'S SEAL:



Wyatt Aycock
NOTARY PUBLIC, STATE OF FLORIDA

Thomas E. McMahon
Name of Acknowledger Typed, Printed or Stamped
#HH 446290
Commission Number

JZ/mcm
10/12/2023
L:agt/dev-srvs/2024-25