

## REVOCABLE LICENSE AGREEMENT

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THIS AGREEMENT, made this 9<sup>TH</sup> day of JUNE, 2017, by and  
between:

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

and

**NAUTICAL PROPERTY INVESTMENTS INC.**, a Florida  
corporation; and **DAVID J. GIANNONE, INC.**, a Florida  
corporation, collectively hereinafter referred to as "LICENSEE."

### WITNESSETH:

**WHEREAS**, LICENSEE desires to obtain from CITY a license to use certain CITY property, as further described on Exhibit "A" attached hereto and incorporated herein ("City Property") for the purpose of installing, operating and maintaining landscaping materials, irrigation supply piping and appurtenances and a decorative fence.

**WHEREAS**, there are existing drainage facilities owned by the City within the City Property, including two drainage inlets, the western inlet flowing south with forty (40) linear feet of fifteen (15) inch pipe and the eastern inlet flowing north with seventy (70) linear feet of eighteen (18) inch pipe ("Existing Drainage Utilities").

**WHEREAS**, the use of said CITY property by LICENSEE for this restricted purpose will not interfere with the rights enjoyed by the public and will be without cost to the public either directly or indirectly.

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

1. CITY hereby grants to LICENSEE and LICENSEE hereby accepts from CITY a license to use the City Property for the purpose of installing, operating and maintaining landscaping materials and irrigation supply piping and appurtenances in and under the property shown on the site plan and description attached hereto and designated as Exhibit "C" and incorporated in this License Agreement. It is expressly agreed and understood between the parties that no above-ground rights are granted to LICENSEE except when installing, maintaining and monitoring the irrigation piping and landscape materials and decorative fence. All work of installation, maintenance, land restoration and clean-up shall be done to the satisfaction of the City Engineer and approval in advance by City.

2. LICENSEE agrees that it shall submit its survey, site plan, landscape plan, civil plans, and engineering design as is usually required by the City Engineer for review and, if needed, the issuance of a permit, and the granting of this License Agreement does not in any way waive any other building or construction ordinances, fees, or requirements of CITY.

3. This license shall continue from day to day commencing on the date of execution hereof by all parties until terminated in accordance with provisions hereinafter stated in Section 7.

4. LICENSEE agrees to pay CITY as compensation for this License the sum of One (\$1.00) Dollar per annum as consideration. Receipt of the first payment of One (\$1.00) Dollar is hereby acknowledged.

5. This license may, at the option of LICENSEE with the consent of the City Manager or his designee, be renewed from year to year after the initial term upon payment by LICENSEE to CITY of the sum of One (\$1.00) Dollar per annum.

6. As further consideration of this License Agreement, LICENSEE further agrees to pay any taxes of whatever nature which may validly be levied against the premises as a result of the License granted in this Agreement during the continuance of this Agreement.

7. This license may be terminated by CITY at any time for any cause, such cause to be in the sole determination of City, upon giving thirty (30) days' written notice to LICENSEE by certified mail as further provided in paragraph 14 herein. Upon termination, LICENSEE agrees to remove at its sole expense all encroachments lying in, along and under the licensed City Property and to restore the pavement and any modification made by LICENSEE to the licensed premises to its former condition as determined in the sole discretion of the Public Works Administrator.

8. LICENSEE specifically agrees that it will use the CITY right-of-way pursuant to this license only for the purpose of installing, maintaining and utilizing irrigation supply piping and appurtenances, landscape materials and a decorative fence described herein. Further, that it will not suffer or permit the premises or any part thereof to be used for any other purpose without the express consent of CITY.

9. It is further expressly agreed by LICENSEE that it shall not make any alteration other than normal repairs and maintenance to the landscape materials, irrigation piping or fence permitted herein or any other alteration without the express written consent of City Manager.

10. 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 public 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. Any relocation must also be completed within thirty (30) days' written notice to LICENSEE.



11. The City Property consists of Existing Drainage Facilities that are currently owned and maintained by the City. LICENSEE acknowledges and agrees that that portion of the Existing Drainage Facilities within the City Property shall be abandoned by the City and shall become private. LICENSEE shall privately own the Existing Drainage Facilities within the City Property. LICENSEE further acknowledges and agrees to bear full responsibility for maintenance of the Existing Drainage Facilities in good and operating condition so as not to impact adjacent properties or impede provisions to those properties further serviced by the CITY's drainage facilities.

12. LICENSEE assumes all risks in the operation, installation and maintenance of the irrigation supply piping, the term of this License and any renewal located along and under the licensed premises and shall be solely responsible and answerable in damages for all accidents or injuries to person or property arising out of or caused in the performance of any of the work done pursuant to the Agreement, or arising out of the operation and/or maintenance of said landscaping, irrigation supply piping and appurtenances, and decorative fence. LICENSEE further covenants and agrees to indemnify and keep harmless CITY and its officers and employees from any and all claims (which shall include, but not be limited to, the defense of any claim and any and all costs in any judicial or quasi-judicial proceedings and for any and all damages or penalties of any kind or nature), suits, losses, damage or injury to person or property of whatsoever kind and nature, whether direct or indirect, arising out of the installation, operation and maintenance of said landscaping, irrigation supply piping and appurtenances and decorative fence, or the carelessness, negligence or improper conduct of LICENSEE or any servant, agent, subLICENSEE or employee of LICENSEE.

13. 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 to 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 "B."

14. 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.

15. Any notice required under the terms of this License Agreement must be in writing and must be sent by certified mail to the address of the party to whom the notice is to be given.

Addresses of the parties are as follows:

**FOR CITY:** City Manager  
City of Pompano Beach  
100 West Atlantic Blvd.  
Pompano Beach, FL 33060

**FOR LICENSEE:** Nautical Property Investments, Inc. &  
David J. Giannone, Inc.  
1031 NE 27 Terrace  
Pompano Beach, Florida 33062

16. All construction involving the existing drainage utilities and the landscaping, irrigation supply piping, appurtenances and decorative fence shall conform to the attached plans, specifications, as set forth in Exhibit "C," and this License Agreement.

17. Inspections:

a. The LICENSEE shall submit plans for the installation of landscape materials, irrigation supply piping and decorative fence, or any other structure or item permitted by this agreement to the Pompano Beach Engineering Department at least thirty (30) days before installation and/or use of the property and shall not install the irrigation piping, landscaping, fence, or any other user permitted by this agreement until written approval is obtained from the City.

b. The LICENSEE shall notify the Pompano Beach Engineering Department within five (5) days after installation or commencement of use of the property. The Pompano Beach Engineering Department shall do a site inspection prior to installation and upon completion and may require LICENSEE to reinstall or remove the landscape materials, irrigation piping and fence or discontinue the use of the property if the improvements and/or use do not comply with the approved plans as set forth in Exhibit "C".

18. Modifications to the approved plans and specifications set forth in Exhibit "C" shall not be made without the approval of the City.

19. As-built drawings of all construction shall be submitted to the City Engineering Division within one (1) month of completion of construction. The As-built drawings shall be supplied on Autocad compatible format with horizontal control based on NAD 1983 state plan coordinate system. The As-builts shall depict the city's right-of-way boundary.

20. No waiver of sovereign immunity. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by CITY.

21. 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. 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.

22. Terms and Recordation.

A. The term of this agreement shall become effective upon the execution of this Agreement by both parties, and recordation of the same in the Public Records of Broward County, Florida. This Agreement shall have a term in perpetuity unless otherwise provided herein, or terminated or revoked pursuant to Section 7 of this Agreement.

B. The provisions of this Agreement shall be deemed covenants running with the land and shall be binding upon the Grantee's successors and assigns.

23. Public Records.

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The LICENSEE shall comply with Florida's Public Records Law, as amended. Specifically, the LICENSEE shall:

1. Keep and maintain public records required by the CITY in order to perform the service.
2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law



for the duration of the contract term and following completion of the contract if the LICENSEE does not transfer the records to the CITY.

4. Upon completion of the contract, transfer, at no cost to the CITY, all public records in possession of the LICENSEE, or keep and maintain public records required by the CITY to perform the service. If the LICENSEE transfers all public records to the CITY upon completion of the contract, the LICENSEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the LICENSEE keeps and maintains public records upon completion of the contract, the LICENSEE shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records in a format that is compatible with the information technology systems of the CITY.

B. Failure of the LICENSEE to provide the above described public records to the CITY within a reasonable time may subject LICENSEE to penalties under 119.10, Florida Statutes, as amended.

#### **PUBLIC RECORDS CUSTODIAN**

**IF THE LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY CLERK  
100 W. Atlantic Blvd., Suite 253  
Pompano Beach, Florida 33060  
(954) 786-4611  
[RecordsCustodian@copbfl.com](mailto:RecordsCustodian@copbfl.com)**

**IN WITNESS WHEREOF**, the parties to this License Agreement have set their hands and seals on the day and year first above written.

**"CITY":**

**WITNESSES:**

**CITY OF POMPANO BEACH**

\_\_\_\_\_

BY: \_\_\_\_\_  
LAMAR FISHER, MAYOR

\_\_\_\_\_

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

Attest:

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

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was 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:

[Signature]

Print Name: KEVIN ZIMMERMAN

[Signature]

Print Name: Julie Muratore

**NAUTICAL PROPERTY INVESTMENT INC, a  
Florida corporation**

By: [Signature]  
David J. Giannone, President

(SEAL)

STATE OF FLORIDA  
COUNTY OF BROWARD

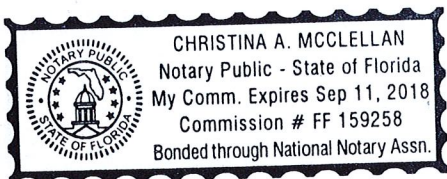
The foregoing instrument was acknowledged before me this 9th day of June, 2017 by David J. Giannone, President of **NAUTICAL PROPERTY INVESTMENT, INC.**, a Florida corporation, on behalf of the company. He is personally known to me or who has produced Personally Known (type of identification) as identification.

NOTARY'S SEAL:

[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA

Christina A McClellan  
(Name of Acknowledger Typed, Printed or Stamped)

FF 159258  
Commission Number

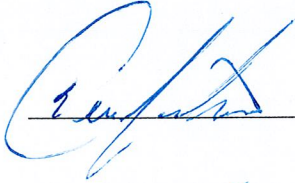


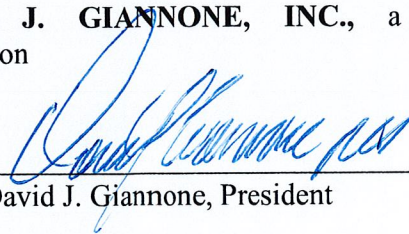


**"LICENSEE":**

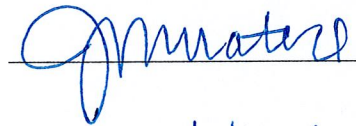
Witnesses:

**DAVID J. GIANNONE, INC.,** a Florida corporation

  
\_\_\_\_\_

By:   
David J. Giannone, President

Print Name: Kevin Zingnick

  
\_\_\_\_\_

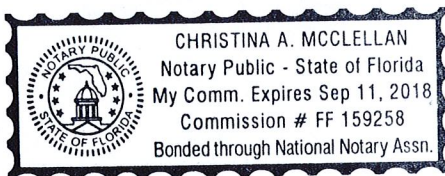
Print Name: Julie Muratore

(SEAL)

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 9th day of June, 2017 by David J. Giannone, President of **DAVID J. GIANNONE, INC.,** a Florida corporation, on behalf of the company. He is personally known to me or who has produced Personally Known (type of identification) as identification.

NOTARY'S SEAL:



  
NOTARY PUBLIC, STATE OF FLORIDA

Christina A McClellan  
(Name of Acknowledger Typed, Printed or Stamped)

FF 159258  
Commission Number

CLS:jrm  
5/30/17  
L:agr/devsrvcs/2017-694

**EXHIBIT "A"**

# 10' DRAINAGE EASEMENT SKETCH AND DESCRIPTION

PORTION OF LOT 7, BLOCK A  
SANTA BARBARA SHORES  
(P.B. 33, PG. 21, B.C.R.)

EXHIBIT A 1 OF 2

A PORTION OF LOT 7, BLOCK A, SANTA BARBARA SHORES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 33, PAGE 21 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 10 FEET OF LOT 7, BLOCK A, SANTA BARBARA SHORES.

SAID LANDS LYING IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA, CONTAINING 1,040 SQUARE FEET (0.024 ACRE), MORE OR LESS.



SHEET 1 OF 2 SHEETS

X:\Cad\Survey\1063A.00 Complete Marine\Drainage Easement Sketch\1063 easement sketch.dwg, 5/25/2017 2:44:05 PM

REVISIONS	DWN	DATE	FB/PG	CHKD

**SDA** SHAH  
DROTOS  
& ASSOCIATES

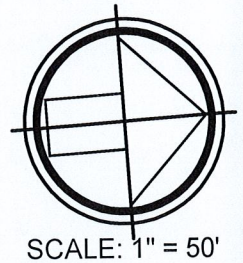
ENGINEERING  
SURVEYING  
PLANNING

CERTIFICATE OF AUTHORIZATION NO. LB 6456  
3410 N. Andrews Avenue Ext. • Pompano Beach, Fl. 33064  
PH: 954-943-9433 • FAX: 954-7783-4754



# 10' DRAINAGE EASEMENT SKETCH AND DESCRIPTION

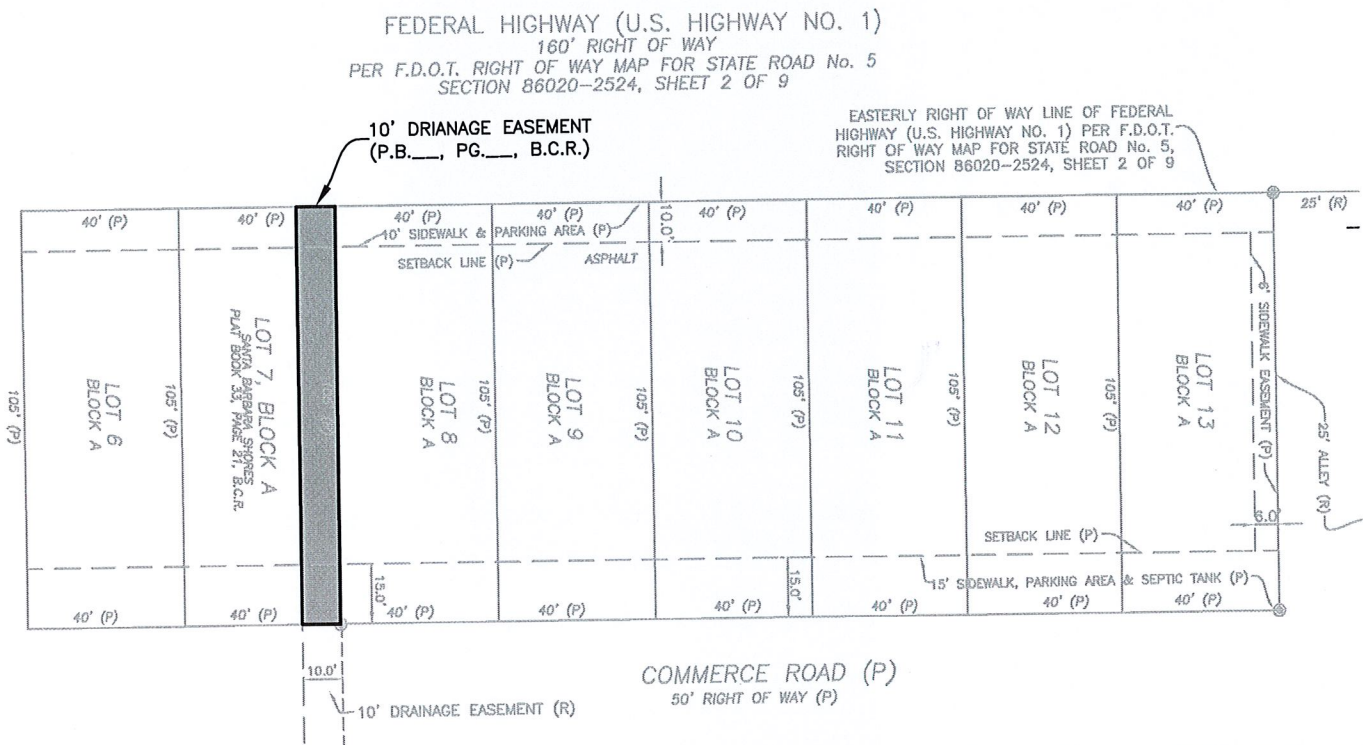
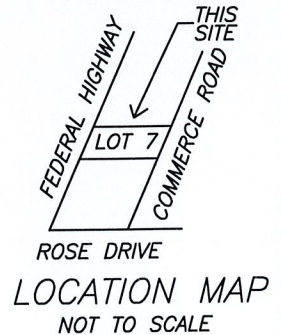
PORTION OF LOT 7, BLOCK A  
SANTA BARBARA SHORES  
(P.B. 33, PG. 21, B.C.R.)



## LEGEND:

P.B. = PLAT BOOK  
O.R.B = OFFICIAL RECORDS BOOK  
B.C.R. = BROWARD COUNTY RECORDS  
PG. = PAGE

EXHIBIT A 2 OF 2



**CERTIFIED CORRECT THIS 28TH  
DAY OF FEBRUARY, 2017**

## SURVEY NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED BY SHAH, DROTOS & ASSOCIATES FOR EASEMENTS, RIGHTS-OF-WAY, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD.
3. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

FOR THE FIRM, BY:

**MICHAEL D. SARVER**  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA REGISTRATION NO. 4174

SHEET 2 OF 2 SHEETS

X:\Cad\Survey\1063A\01 Complete Marine Drainage Easement Sketch\1063 easement sketch.dwg, 5/25/2017 2:42:39 PM

**SDA** SHAH  
DROTOS  
& ASSOCIATES

ENGINEERING  
SURVEYING  
PLANNING

CERTIFICATE OF AUTHORIZATION NO. LB 6456  
3410 N. Andrews Avenue Ext. • Pompano Beach, FL 33064  
PH: 954-943-9433 • FAX: 954-7783-4754

REVISIONS	DWN	DATE	FB/PG	CHKD

**EXHIBIT "B"**





## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/16/2017

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).

<b>PRODUCER</b> Lighthouse Insurance Resources Inc P O Box 1058 Pompano Beach, FL 33061	<b>CONTACT NAME:</b> Wm. Roger Grissinger	
	<b>PHONE (A/C, No, Ext):</b> 954-786-1640 <b>FAX (A/C, No):</b>	
<b>INSURED</b> David J Giannone Inc dba Complete Marine 800 S Federal Highway Pompano Beach, FL 33062	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A:</b> Travelers Property Casualty Company of America	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

## 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>	Y		ZOL-13N59565	05-18-17	05-18-18	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> MOLL, P&I						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b>			BA-6A27205A	09-07-16	09-07-17	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<b>EXCESS LIAB</b>						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

Certificate Holder is added as an Additional Insured as Landlord for property located at 858 S. Federal Highway Pompano Beach, FL 33062

## CERTIFICATE HOLDER

## CANCELLATION

City of Pompano Beach 100 West 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  Wm. Roger Grissinger 05/16/2017

© 1988-2010 ACORD CORPORATION. All rights reserved.





# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
 03/02/2017

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).

<b>PRODUCER</b>  Automatic Data Processing Insurance Agency, Inc. 1 Adp Boulevard Roseland, NJ 07068	<b>CONTACT NAME:</b> <b>PHONE</b> (A/C, No, Ext): <span style="float: right;"><b>FAX</b> (A/C, No):</span> <b>E-MAIL ADDRESS:</b>  <table style="width: 100%;"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A : Technology Insurance Company, Inc.</td> <td style="text-align: center;">42376</td> </tr> <tr> <td>INSURER B :</td> <td></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> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Technology Insurance Company, Inc.	42376	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER A : Technology Insurance Company, Inc.	42376														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
<b>INSURED</b>  <b>COMPLETE MARINE</b> DBA: Dave Giannone's Inc dba Complete Marine 1031 NE 27 TER Pompano Beach, FL 33062															

## COVERAGES

CERTIFICATE NUMBER: 632494

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																	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$																	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$																	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$																	
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A	N	TWC3576816	08/19/2016	08/19/2017	<table style="width: 100%;"> <tr> <td style="width: 5%;">X</td> <td style="width: 15%;">PER STATUTE</td> <td style="width: 5%;">OTH-ER</td> <td style="width: 75%;"></td> </tr> <tr> <td></td> <td>E.L. EACH ACCIDENT</td> <td></td> <td style="text-align: right;">\$ 100,000</td> </tr> <tr> <td></td> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td style="text-align: right;">\$ 100,000</td> </tr> <tr> <td></td> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td style="text-align: right;">\$ 500,000</td> </tr> </table>	X	PER STATUTE	OTH-ER			E.L. EACH ACCIDENT		\$ 100,000		E.L. DISEASE - EA EMPLOYEE		\$ 100,000		E.L. DISEASE - POLICY LIMIT		\$ 500,000
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	E.L. EACH ACCIDENT		\$ 100,000																					
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**APPROVED**

By Cindy Lawrence at 11:16 am, Mar 02, 2017

## 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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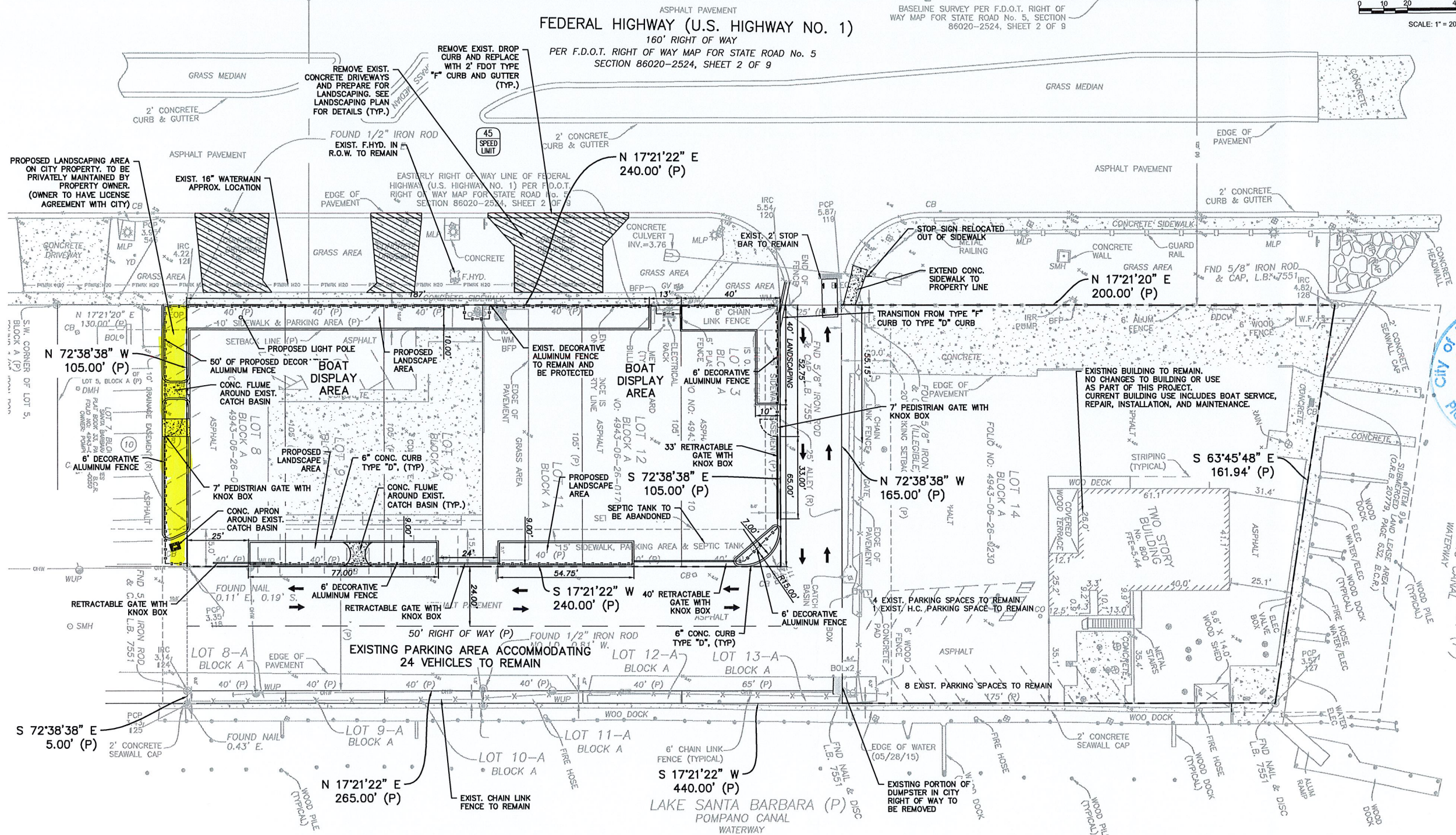
**EXHIBIT “C”**



EXHIBIT C



SCALE: 1" = 20'



GROSS SITE DATA

LOTS 8,9,10,11,12,13 AND PORTION OF R.O.W.

LAND USE: COMMERCIAL  
ZONING: B3 - GENERAL BUSINESS

TOTAL LAND AREA:	26,318 SQ.FT.	0.604 ACRES	100.0%
BUILDING FOOTPRINT AREA:	0 SQ.FT.	0.000 ACRES	0.0%
PAVED AREA:	22,002 SQ.FT.	0.505 ACRES	83.6%
PERVIOUS AREA:	4,316 SQ.FT.	0.099 ACRES	16.4%

FLOOR AREA RATIO = 0

LANDSCAPING REQUIREMENT

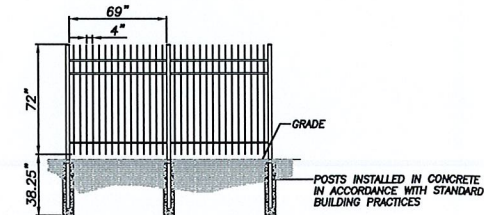
LOTS 8,9,10,11,12,13 ONLY

TOTAL LAND AREA:	25,200 SQ.FT.	0.579 ACRES	100%
VEHICULAR USE AREA:	21,609 SQ.FT.	0.496 ACRES	85.7%
LANDSCAPED AREA:	3,591 SQ.FT.	0.083 ACRES	14.3%

20% LANDSCAPING AREA REQUIRED:	5,040 SQ.FT.	0.116 ACRES	20.0%
*LANDSCAPING AREA PROVIDED:	3,591 SQ.FT.	0.083 ACRES	14.3%

\*725 SQ.FT. OF ADDITIONAL LANDSCAPING PROVIDED IN 1,118 SQ.FT. PORTION OF CITY R.O.W. WITH LICENSE AGREEMENT BETWEEN OWNER AND CITY FOR 16.4% LANDSCAPED AREA.

\*NO EXISTING PERVIOUS AREA ON THIS SITE.



DECORATIVE ALUMINUM FENCE DETAIL



DATE	BY	DESCRIPTION
7-21-16	MJC	REVISED GATES TO SWING GATES
8-18-16	MJC	ADDED PEDESTRIAN WALKWAY
8-22-16	MJC	ADDED PEDESTRIAN GATE, ALUM. FENCING
11-15-16	MJC	REVISED PER DRC COMMENTS DATED 9-21-16
12-27-16	MJC	REVISED OFF-TO TWO WAY, ADDED PATH TO BUILDING
1-26-17	MJC	ADDED OFF-SITE DRIVEWAY AND CURB REMOVAL
4-26-17	MJC	REMOVED PROPOSED STRIPING FROM THIS SHEET, NOW SHOWN ON SHEET CEA

ENGINEERING SURVEYING PLANNING  
**SHAH DROTOS & ASSOCIATES**  
ENGINEERING AUTH. NO. 5634 SURVEYING LIC. NO. LB-6456  
3410 N. Andrews Avenue Ext. • Pompano Beach, FL 33064  
PH: 954-943-9433 • FAX: 954-783-4754

DRAWN BY: MJC  
CHECKED BY: BRS  
DESIGNED BY: BRS  
APPROVED BY: S.D.A.  
SCALE: 1"=20'

COMPLETE MARINE  
SITE AND PAVING PLAN  
CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA

SEAL  
FOR THE CITY OF POMPANO BEACH  
Bharat Shah P.E.  
CIVIL ENGINEER  
FLA. REG. NO. 19702  
DATE: JUNE 2016  
JOB NO. 1063A-00  
SHEET 1 OF 1  
CEB

APPLICANT/OWNER:  
NAUTICAL PROPERTY INVESTMENT, INC.  
800 S. FEDERAL HIGHWAY  
POMPANO BEACH, FL 33062  
PHONE NUMBER (954) 786-9013  
COMPLETEBOAT@GMAIL.COM