

To: Mayor, Vice Mayor and City Commissioners

From: Jeff Lantz, Parking Manager

Via: Suzette Sibble, Assistant City Manager  
Greg Harrison, City Manager

Re: Replacement of Wells Fargo Agreement – Agenda Item #30

Please find attached a revised Parking License Agreement with Wells Fargo Bank (the “Agreement”) to replace the version of the Agreement currently in Granicus. At the request of the City Attorney’s Office, Section 9.6 has been added to the agreement.

9.6 LICENSOR acknowledges that it currently leases the Bank Property and is governed by the Lease Agreement between Nellie L. Cowan Bostwick and Beach National Bank of Pompano Beach dated May 7, 1969 and related addenda (“Lease Agreement”). LICENSOR further acknowledges that the Landlord has made a claim under the Lease Agreement asserting a right to communal access to the parking area of the Bank Property during non-banking hours, bank holidays and weekends. LICENSOR agrees to indemnify, defend and hold CITY harmless from and against all liabilities, damages, claims, costs, fees and expenses whatsoever (including reasonable attorney's fees and court costs at trial and all appellate levels) arising out of or incident to any action by Landlord to share or use, or actual occupancy of, the parking area of the Bank Property during non-banking hours, bank holidays and weekends. Further, should the Landlord’s occupancy or use of the Bank Property in any manner prevents CITY from utilizing all or part of the Bank Property licensed under this License Agreement, then CITY may renegotiate the terms of this Agreement, depending upon the remaining area usable for its intended parking, or terminate this Agreement for convenience upon written notice without penalty consistent with Article XVIII.

Staff recommends approval of this Agreement to provide for additional Parking for residents and visitors to area amenities on the Barrier Island.

Cc: Mark Berman, City Attorney  
James Saunders, Assistant City Attorney

## **PARKING LICENSE AGREEMENT**

THIS PARKING LICENSE AGREEMENT (the "Agreement") is entered into and effective as of the \_\_\_\_ day of \_\_\_\_\_, 2020, by and between WELLS FARGO BANK, N.A., a national banking association, authorized to transact business in Florida ("LICENSOR"), and CITY OF POMPAÑO BEACH, FLORIDA, a Florida municipal corporation ("CITY"), collectively referred to as "the Parties."

### **WITNESSETH:**

WHEREAS, LICENSOR is the tenant of the commercial property located at 199 N. Ocean Blvd., Pompano Beach, Florida 33062 also identified as Broward County Property Appraiser's Office Folio 4843 31 00 0525, and illustrated in Exhibit "A", attached and incorporated in this Agreement ("Bank Property");

WHEREAS, CITY desires to use a portion of the parking lot of the Bank Property to operate a parking lot for the public's use; and

WHEREAS, LICENSOR has agreed to grant to CITY the use of the parking lot of the Bank Property 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 parking lot of the Bank Property as described and depicted in Exhibit "B," attached and incorporated in this Agreement ("Parking Area") to provide public parking.

### **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 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 Lease 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 Parking Area for pedestrian and vehicular ingress, egress and movement by the general public.

3.3 CITY is entitled to the exclusive use and possession of the Parking Area 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.

3.4 LICENSOR shall instruct, and use commercially reasonable efforts to cause, its employees, and other agents not to occupy the Parking Area, except as illustrated in Exhibit B. LICENSOR, its employees, and other agents shall endeavor and ensure to move their motor vehicles parked in the Parking Area after the close of the LICENSOR's business day or bank operations so the space may be used by the public. CITY agrees to cooperate with LICENSOR, in LICENSOR's efforts to ensure that its employees and invitees relocate their vehicles after the close of the LICENSOR's business day or bank operations.

3.5 CITY shall also use commercially reasonable efforts to ensure that the public and invitees remove their passenger vehicles from the Parking Area prior to the LICENSOR's Operating Hours, except those areas indicated in Exhibit B that may be utilized for public parking during LICENSOR'S operating hours, and that no overnight parking occurs; but CITY shall not be obligated to tow or otherwise relocate such vehicles.

3.6 CITY will ensure that the Parking Area is kept in a clean and orderly manner including the removal of trash, debris, garbage, and waste that may accumulated during the operation of the public parking.

3.7 CITY shall not use or permit the Parking Area, 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 Parking Area, or acts done, that will cause a cancellation of any insurance policy covering the Parking Area; nor shall CITY sell, or permit to be kept, used, or sold, in or about the Parking Area, any article prohibited by the standard form of fire insurance policies. CITY shall, at its sole cost, comply with all requirements, pertaining to the Parking Area, 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 Parking Area.

3.8 LICENSOR shall immediately inform CITY of any repairs or maintenance to be performed by LICENSOR necessary to keep the Parking Area in good and safe condition.

3.9 LICENSOR shall promptly respond to concerns raised by CITY, CITY's employees, agents or invitees regarding the Parking Area or activities within the Parking Area or surrounding Bank Property 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 Parking Area.

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.



#### **ARTICLE IV LICENSE FEE**

In consideration for use of the Parking Area, CITY shall pay LICENSOR Four Thousand Dollars (\$4,000.00) (the "License Fee") each month; such payment shall be made upon execution of this Agreement and on the first day of each month thereafter until this Agreement expires, terminates, is cancelled or otherwise ends. Notwithstanding, the City retains the right to charge for public parking at all times during the Lease period. The License Fee 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. Should the Agreement be extended for a time period after expiration of the initial Term, the monthly License Fee shall be increased as determined by LICENSOR and shall continue to be payable during the extension period on or before the first day of each month.

#### **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 foreign corporation duly organized, existing and in good standing under the laws of the State of California, 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, the underlying Lease 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**  
**NONASSIGNABILITY 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.

6.2 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 herein 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**

CITY shall provide insurance for use of the Parking Area. CITY further agrees to maintain a qualified insurance program in the limits specified in Florida Statute §768.28 with LICENSOR as a certificate holder. The insurance program shall provide for general and automobile and Workers Compensation and Employers Liability Coverage. CITY shall provide LICENSOR with a Certificate of Insurance evidencing CITY's insurance program. 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 an operator, then CITY and its operator shall provide insurance naming LICENSOR as an additional insured.

**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 Parking Area. If, in the course of CITY's operations, CITY or its officers, agents and employees become aware of any condition on the Parking Area 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 Parking Area exclusively for the activities described in this Agreement and no part of the Parking Area 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 Parking Area and shall not incur any cost or liability for doing so.

## **ARTICLE IX INDEMNIFICATION**

9.1 CITY shall, to the extent permitted by law, 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 Parking Area by CITY, its employees, agents or invitees during the public parking lot operating hours. The foregoing indemnification shall include, without limitation, an obligation to repair or pay for the repair of damage to landscaping, and other personal property, fixtures, and improvements located on the Parking Area, to the extent such damage is caused by CITY, its employees, agents or invitees and the public during 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 Parking Area by LICENSOR or its respective employees, representatives, agents, contractors, or invitees.

9.3 Each claim for indemnification made under this Agreement shall be subject to the following provisions:

9.3.1 The indemnity shall cover the costs and expenses of the indemnitee 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.

9.3.2 The indemnitee shall notify the indemnitor of any Claim (as herein defined) against the indemnitee covered by the indemnity within forty-five (45) days after it has notice of such Claim, but failure to notify the indemnitor shall in no case prejudice the rights of the indemnitee under this Agreement unless the indemnitor shall be prejudiced by that failure and then only to the extent the indemnitor shall be prejudiced by the failure. Should the indemnitor fail to discharge or undertake to defend the indemnitee against such liability upon learning of the same, then the indemnitee may settle such liability, and the liability of the indemnitor under this Agreement shall be conclusively established by that settlement, the amount of such liability to include both the settlement consideration and the reasonable costs and expenses,



including attorneys' fees, disbursements and court costs, incurred by the indemnitee in effecting the settlement.

9.3.3 For purposes of this Agreement, "Claim" shall mean any obligation, liability, claim (including, but not limited to, any claim for damage to property or injury to or death of any persons), lien or encumbrance, loss, damage, cost, or expense.

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 LICENSOR acknowledges that it currently leases the Bank Property and is governed by the Lease Agreement between Nellie L. Cowan Bostwick and Beach National Bank of Pompano Beach dated May 7, 1969 and related addenda ("Lease Agreement"). LICENSOR further acknowledges that the Landlord has made a claim under the Lease Agreement asserting a right to communal access to the parking area of the Bank Property during non-banking hours, bank holidays and weekends. LICENSOR agrees to indemnify, defend and hold CITY harmless from and against all liabilities, damages, claims, costs, fees and expenses whatsoever (including reasonable attorney's fees and court costs at trial and all appellate levels) arising out of or incident to any action by Landlord to share or use, or actual occupancy of, the parking area of the Bank Property during non-banking hours, bank holidays and weekends. Further, should the Landlord's occupancy or use of the Bank Property in any manner prevents CITY from utilizing all or part of the Bank Property licensed under this License Agreement, then CITY may renegotiate the terms of this Agreement, depending upon the remaining area usable for its intended parking, or terminate this Agreement for convenience upon written notice without penalty consistent with Article XVIII.

## ARTICLE X NOTICES AND DEMANDS

Whenever it is provided that notice, demand, request, or other communication shall or may be given to, or served upon, either of the parties by the other, it must be in writing, sent by certified United States mail with return receipt requested, addressed to the party to whom it is intended at the places designated below until changed by written notice in compliance with the provisions of this Article. For the present, the parties designate the following respective places for giving of notice, to-wit:

**For CITY:**

City Manager  
City of Pompano Beach  
P.O. Drawer 1300  
Pompano Beach, Florida 33061  
[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  
[mark.berman@copbfl.com](mailto:mark.berman@copbfl.com)  
954-786-4614 office  
954-786-4113 fax



For LICENSOR:  
Wells Fargo CPG  
Attn: Property Admin (BE#140580)  
MAC D1116 L10  
1525 West W.T. Harris Blvd.  
Charlotte, NC 28262  
704-590-0436 fax  
propertyadmin@wellsfargo.com

With a copy to:  
Eamon Brennan, Real Estate  
Wells Fargo Bank  
1950 East Hillsboro Blvd, Suite 212  
Deerfield Beach, FL 33442  
954-596-6880 office  
eamon.brennan@wellsfargo.com

## **ARTICLE XI GOVERNING LAW AND VENUE; NONEXCLUSIVITY**

11.1 The Agreement shall be governed by the laws of the state of Florida, both as to interpretation and performance. 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.

11.2 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 XII 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 XIII FORCE MAJEURE**

13.1 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.

13.2 All Parties and their employees, agents and contractors must follow all Federal, State, County, and City safety guidelines, including all CDC safety guidelines in effect during the term of the Agreement, including but not limited to social distancing, and personal protection equipment. Inability to perform under this Agreement and follow any and all required safety guidelines from the COVID-19 crisis or other similar emergency, or failure to follow such guidelines, including but not limited to, social distancing, shall constitute grounds for immediate



and unilateral cancellation of this Agreement by the City. Notice may be provided consistent with and as outlined in Article X above.

13.3 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.

13.4 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 XIV WAIVER AND MODIFICATION**

14.1 CITY'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.

14.2 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 XV 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 XVI BINDING EFFECT**

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

#### **ARTICLE XVII 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 Parking Area 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 Parking Area in "as is" condition.



## **ARTICLE XVIII TERMINATION**

18.1 *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.

18.2 *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 X, delivered by certified mail, return receipt requested, or by hand delivery 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 Parking Area 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.

18.3 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 Parking Area.

## **ARTICLE XIX MISCELLANEOUS**

19.1 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.

19.2 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.

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





19.4 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.

19.5 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":

Witnesses:

**CITY OF POMPAÑO BEACH**

\_\_\_\_\_

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

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by **REX HARDIN**, 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



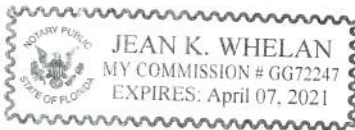
**"LICENSOR":**

**WELLS FARGO BANK, N.A.,**  
a national banking association

By: [Signature]  
Name: EA-MON BRENNAN  
Title: VICE PRESIDENT

STATE OF FLORIDA  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 21 day of October, 2020, by means of ☒ physical presence or ☐ online notarization, by Eamon Brennan, as Vice President of Wells Fargo Bank, N.A., a national banking association, on behalf of the bank, who is ☐ personally known to me or ☒ produced Florida Drivers License as identification.



[Signature]  
Signing as Notary Public  
Print or Stamp Name: Jean K Whelan  
Notary Public, State of Florida at Large  
Commission No.: GG-72247  
My Commission Expires: 4/7/2021

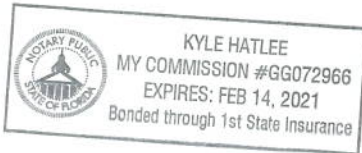
JES:jrm:jmz  
9/8/20  
L:agr/parking/2020-816

WELLS FARGO BANK, N.A.,  
a national banking association

By: [Signature]  
Name: CHRIS HANNAHAN  
Title: SENIOR VICE PRESIDENT

STATE OF FLORIDA )  
COUNTY OF Clay )

The foregoing instrument was acknowledged before me this 22 day of October, 2020, by means of ☒ physical presence or ☐ online notarization, by Chris Hannah, as \_\_\_\_\_ of Wells Fargo Bank, N.A., a national banking association, on behalf of the bank, who is ☐ personally known to me or ☒ produced FL Drivers as identification.



[Signature]  
Signing as Notary Public  
Print or Stamp Name: Kyle Hatlee  
Notary Public, State of Florida at Large  
Commission No.: GG072966  
My Commission Expires: 2/14/21



## EXHIBIT A

## COUNTY PROPERTY APPRAISER DESCRIPTION OF PREMISES



Site Address	199 N OCEAN BOULEVARD, POMPAHO BEACH FL 33062	ID #	4843 31 00 0525
Property Owner	NATIONS BANK NA FL9-001-32-07 % THOMSON REUTERS	Millage	1511
Mailing Address	PO BOX 2609 CARLSBAD CA 92018	Use	18

Abbreviated Legal Description	31-48-43 PAR OF LAND BOUNDED ON N BY S R/W/L OF NE 2 ST, BNDED ON S BY LINE 250 S OF & PARA TO N/L OF PARCEL, BNDED ON E BY W R/W/L OF SR A1A, BNDED ON W BY LINE PER TO N & S/L & LOCATED 225 W OF SE COR OF PAR
-------------------------------------	---

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

Property Assessment Values					
Click here to see 2016 Exemptions and Taxable Values as reflected on the Nov. 1, 2016 tax bill.					
Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2017	\$1,862,450	\$1,140,670	\$3,003,120	\$3,002,980	
2016	\$1,862,450	\$867,540	\$2,729,990	\$2,729,990	\$57,047.59
2015	\$1,862,450	\$650,350	\$2,512,800	\$2,512,800	\$54,432.16

2017 Exemptions and Taxable Values by Taxing Authority				
	County	School Board	Municipal	Independent
Just Value	\$3,003,120	\$3,003,120	\$3,003,120	\$3,003,120
Portability	0	0	0	0
Assessed/SOH	\$3,002,980	\$3,003,120	\$3,002,980	\$3,002,980
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wild/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	\$3,002,980	\$3,003,120	\$3,002,980	\$3,002,980

Sales History				Land Calculations		
Date	Type	Price	Book/Page or CIN	Price	Factor	Type
			9299 / 757	\$30.07	61,937	SF
				Adj. Bldg. S.F. (Card, Sketch)		10245
				Eff./Act. Year Built: 1980/1969		

Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
15								
C								
10245								

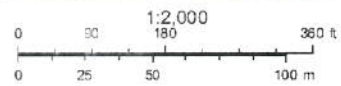


# MAP OF PUBLIC PARKING AREA

Property Id: 484331000525



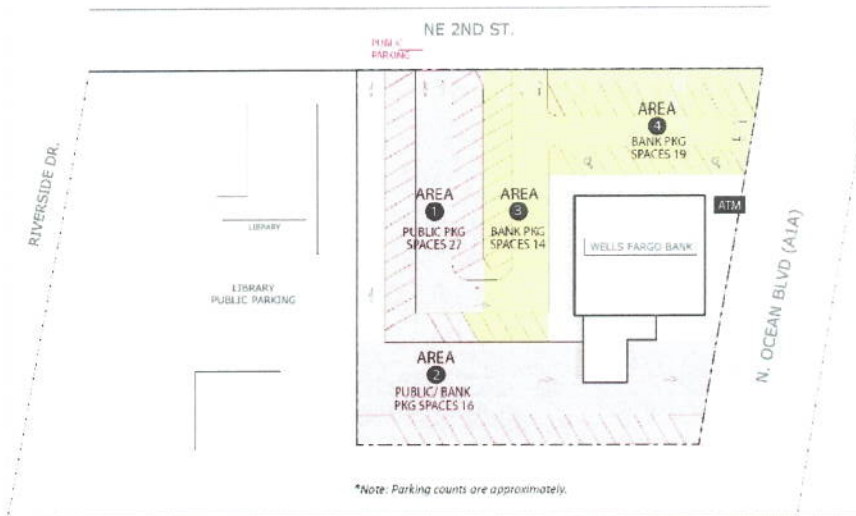
August 10, 2017





## EXHIBIT B PARKING PRELIMINARY LAYOUT WITH HOURS OF OPERATION

PRELIMINARY PARKING LAYOUT - SCHEME 1



LOCATION MAP



NOT FOR CONSTRUCTION

DRAFTSMAN  
CARRIE L. ORTIZ  
DATE: 04/11/17

DATE:  
04/11/17

ADDRESS:  
275 N. OCEAN BLVD. S.  
Ft. Lauderdale, FL 33304

WELLS FARGO  
PRELIMINARY PARKING LAYOUT  
(WITH PUBLIC PARKING)

### CITY PARKING OPERATION:

1. During banking hours, CITY will exclusively use Areas 1 and 2 for public parking, and LICENSOR will exclusively use Areas 3 and 4 for its employees, invitees and guests.
2. During non-banking hours, CITY will exclusively use all areas (Areas 1-4) to provide public parking, but shall leave three (3) parking spaces located in Area 4 (on the A1A side) for users of LICENSOR's ATM machine.