

## **CITY RIGHT-OF-WAY LICENSE AGREEMENT**

This **CITY RIGHT-OF-WAY LICENSE AGREEMENT** (the “Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026 by and between the City of Pinellas Park, Florida, a municipal corporation (the “City”), and Gateway Centre Property Owners Association, Inc, a Florida not-for-profit corporation (the “Association”).

### **WITNESSETH:**

**WHEREAS**, the Association owns real property that abuts the City’s right-of-way along Grand Avenue; and

**WHEREAS**, the Association desires to install a monument sign (the “Monument Sign”), certain landscaping, irrigation, and lighting within that portion of the right-of-way along Grand Avenue legally described in Exhibit “A” attached hereto and incorporated herein (the “Improved Area”); and

**WHEREAS**, the City owns and controls the right-of-way in which the Improved Area is located;

**WHEREAS**, pursuant to Chapter 14 of the City’s Code of Ordinances, the Association has applied for and the City has approved a sign permit and a right-of-way utilization permit for the construction of the Monument Sign, landscaping, irrigation, and lighting (SIGN-1026-00005 and ROWU-1026-00005); and

**WHEREAS**, pursuant to Section 14-103 of the City’s Code of Ordinances, revocable licenses are required for all improvements in the public right-of-way if such improvements are for the benefit and pleasure of the property owner and not the public, and the City shall not be responsible for repairing or maintaining such improvements; and

**WHEREAS**, at its regularly scheduled meeting on \_\_\_\_\_, 2026, the City Council of the City of Pinellas Park found that the installation of the improvements within the Improved Area is in the public interest though not for the benefit of the public at large, and approved this Agreement for the installation and maintenance of the Monument Sign, landscaping, irrigation, and lighting located therein at the sole expense of the Association; and

**WHEREAS**, the parties have reached an agreement regarding a plan for the installation of the Monument Sign, landscaping, irrigation, and lighting and have further reached an agreement with respect to the Association's continuing duties and obligations for ongoing maintenance and repair of the Monument Sign, landscaping, irrigation, and lighting.

**NOW THEREFORE**, FOR THE GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. Recitals. The parties acknowledge and agree that the foregoing recitals are true and correct, and that the same are incorporated herein and made a part hereof.
2. Installation of Monument Sign, Landscaping, Irrigation and Lighting. The Association, as its sole expense, on or before June 30, 2026, will install a Monument Sign conforming to the drawings attached hereto as Exhibit "B" and incorporated herein by reference within the Improved Area as depicted in the Site Plan attached hereto as Exhibit "C" and incorporated herein by reference. The Association shall be solely responsible for the application, procurement, and completion of all necessary inspections and permits for the installation of the Monument Sign. Notwithstanding any reference herein to specific plans, drawings, or exhibits, the Monument Sign, landscaping, irrigation, and lighting shall be installed in compliance with all applicable laws, codes, ordinances, regulations, and permitting requirements of the City and any

other governmental authority having jurisdiction. Any changes, modifications, conditions, or requirements imposed or required by the City or by any other governmental authority or permitting agency in connection with plan review, permitting, inspections, or continued authorization shall be deemed approved by the parties, shall not constitute a breach of this Agreement, and shall be automatically incorporated into this Agreement without the necessity of a written amendment or further action by either party.

3. Responsibility for Maintenance of Improvements. After the installation of the Monument Sign, landscaping, irrigation, and lighting as provided in paragraph 2 above, the Association shall have the continuing duty and obligation for the ongoing maintenance and repair thereof. All such maintenance and repair shall be at the Association's sole expense and shall not involve any cost to the City. The City shall not be required to provide any labor, services, or materials of any kind or nature, or to otherwise expend any monies for such maintenance or repairs. Provided however, that if the City, its agents, or employees cause any damage to any of the improvements within the Improved Area, then the City shall restore the Improved Area to the condition that the same was in immediately prior to such damage. The Association shall fully maintain the Improved Area and all of the Improvements therein so as to prevent visibility obstructions, safety hazards and all other hazardous conditions. The Association shall at all times maintain the Monument Sign in a neat and attractive manner and in sound condition. The Association shall not allow the Monument Sign to fall into disrepair, and shall immediately repair all damages thereto in a good and workmanlike manner. The Association shall at all times maintain the irrigation and lighting in good working order such that the same are capable of fulfilling their intended functions. The Association shall not allow the irrigation and lighting to fall into disrepair and shall immediately repair any damages thereto in a good and workmanlike manner. The

Association shall further maintain the landscaping in a neat, healthy, attractive, weed-free manner and replace any dead, damaged or diseased landscaping from the Improved Area with the same or similar healthy landscaping. Notwithstanding the foregoing, in the event the Monument Sign, landscaping, irrigation, or lighting is damaged or destroyed, in whole or in part, by an Act of God, casualty, or the acts or omissions of a third party (including, without limitation, hurricanes, storms, vehicular impact, or vandalism), the Association shall be responsible for the repair or reconstruction of the affected improvements, at the Association's sole cost and expense, within a reasonable time under the circumstances, subject to the availability of insurance proceeds (if applicable), contractor availability, and the procurement of any required permits or approvals from the City or other governmental authorities having jurisdiction. Any such repair or reconstruction shall be performed in compliance with then-applicable laws, codes, ordinances, and permitting requirements. If any improvement cannot be lawfully repaired or reconstructed due to changes in applicable laws or permitting requirements, the Association shall remove the damaged improvement and restore the Improved Area to a condition reasonably acceptable to the City.

4. Cancellation. Either party may cancel this Agreement by giving thirty (30) days' prior written notice hereof to the other party as set forth herein. For purposes of the paragraph, such notice must be in writing and shall be deemed to have been duly given as follows: (a) personally delivered on the date delivered; (b) delivered by a nationally recognized overnight courier service on the date delivered; or (c) transmitted by legible email as of the date of transmission (any notice sent by email shall also be sent by one of the other methods set forth above unless waived by the receiving party on a case-by-case basis). Upon the Association's deliverance of its cancellation pursuant to this paragraph, the Association shall at its sole expense remove the Monument Sign, landscaping, irrigation, and lighting from the Improved Area, and

shall restore the Improved Area to the same or better condition as the Improved Area was immediately before the execution and delivery of this Agreement and installation of the improvements. Upon the City's deliverance of its cancellation notice pursuant to this paragraph, if such cancellation occurs after construction or installation of the Monument Sign, landscaping, irrigation, or lighting has commenced, the City shall be responsible, at the City's sole cost and expense, for the removal of such improvements and the restoration of the Improved Area, unless the Association elects, in writing, to perform such removal and restoration at the City's expense. Notwithstanding anything herein to the contrary, in the event that this Agreement is terminated, the terminating party shall, at its sole expense, record a statement in the Official Records of Pinellas County, Florida, signed by the terminating party, evidencing such termination and shall deliver a copy to the non-terminating party.

5. Notices and Address of Record. Any and all notices required or made pursuant to this Agreement shall be in writing and shall be delivered by hand or United States Postal Service Department, first class mail service, postage prepaid, return receipt requested or overnight courier and shall be delivered to the following addresses:

**CITY**

City of Pinellas Park  
Attn: Bart Diebold, City Manager  
5141 78<sup>th</sup> Avenue North  
Pinellas Park, FL 33781  
With Copy To:  
[bdiebold@pinellas-park.com](mailto:bdiebold@pinellas-park.com)

**ASSOCIATION**

Gateway Centre Property Owners Association, Inc.  
c/o CMG Management Partners Attn: Vince Pino  
1901 Ulmerton Road, Suite 625-3  
Clearwater, FL 33762  
With copy to:  
[vpino@cmg-partners.com](mailto:vpino@cmg-partners.com)

6. Indemnification and Waiver. The Association shall indemnify and save harmless the City, its agents, employees, officers, and officials, individually and collectively, of and from any and all claims and damages, including reasonable attorney's fee resulting from or arising out

of any and all negligent or intentional acts or omissions of the Association, its representatives, agents, officers, employees or contractors, relating to the execution hereof and any activities authorized or required hereby, except to the extent caused by the negligence or willful misconduct of the City, its officers, employees, or agents.

7. Insurance. The Association shall maintain, at its sole expense, the following insurance coverages on a primary basis for the duration of this agreement: Commercial General Liability (CGL), on an Occurrence basis, with limits of not less than \$2,000,000 General Aggregate, \$1,000,000 Products/Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury, and \$1,000,000 Each Occurrence. The Association must list the City of Pinellas Park as an Additional Insured on the Commercial General Liability policy for this project. If Excess or Umbrella Liability is used to satisfy the minimum General Liability, the underlying primary policy limits shall be at least \$500,000, and the primary and excess/umbrella policies must be with the same insurance carrier, ensuring the excess coverage is no more restrictive than the primary policy, including in terms of coverage trigger, defense, and notice provisions.

8. No Third-Party Beneficiaries. This Agreement is intended for the sole benefit of the parties hereto, and is not intended to inure to the benefit of any third person or entity not a party hereto.

9. Miscellaneous.

A. This Agreement shall not be construed for or against either party because that party drafted the same.

B. This Agreement shall be construed and interpreted in accordance with the laws of the State of Florida.

C. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or allegations other than those contained herein; and this document shall supersede all previous communications, representations, and/or agreements, whether written or verbal between the parties.

D. This Agreement may be modified only by separate writing executed by all parties hereto. In the event this Agreement is modified, the City Clerk shall cause a written statement evidencing such modification, executed by all parties, to be recorded in the Official Records of Pinellas County, Florida, and shall provide a copy thereof to the City and the Association.

E. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

*(Signature Pages to Follow)*









# EXHIBIT "C"

## SITE PLAN

