

RESOLUTION 17-115

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA APPROVING LICENSING AGREEMENT WITH MAJESTIC BEACH RESORT COMMUNITY ASSOCIATION, INC. RELATED TO THE MAINTENANCE OF LANDSCAPING AND IRRIGATION WITHIN THE CITY'S RIGHT-OF-WAY ON FRONT BEACH ROAD CRA SEGMENT 2, AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

BE IT RESOLVED by the City of Panama City Beach, Florida that the appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain License Agreement between the City and Majestic Beach Resort Community Association, Inc. relating to the maintenance of landscaping and irrigation within the City's Road Right-of-Way on Front Beach Road CRA Segment 2, on substantially the terms and conditions set forth in the agreement attached hereto as Exhibit A and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.

This Resolution shall take effect immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this 27 day of July, 2017.

CITY OF PANAMA CITY BEACH

By: 

Mike Thomas, Mayor

ATTEST:


Jo Smith, Deputy City Clerk

MAJESTIC LANDSCAPE AND IRRIGATION LICENSE AGREEMENT

THIS MAJESTIC LANDSCAPE AND IRRIGATION LICENSE AGREEMENT (this "License") is made this ____ day of _____, 2017, by and between **MAJESTIC BEACH RESORT COMMUNITY ASSOCIATION, INC.**, a Florida corporation ("Licensee"), with an address for notices of 11212 Front Beach Road, Panama City Beach, FL 32407, and the **CITY OF PANAMA CITY BEACH, FLORIDA** ("Licensor" or "City"), with an address for notices of 110 S. Arnold Road, Panama City Beach, FL 32413.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Grant of License.** Licensor hereby grants Licensee, its agents, licensees and its invitees a non-exclusive, revocable license across the License Area depicted in Exhibit A attached hereto and incorporated herein, and as more particularly described below, for the sole purpose of maintaining landscaping which may be located in the City's right-of-way lying adjacent to Licensee's property. The License Area is located on both the south and north side of Front Beach Road adjacent to Licensee's property. More specifically, the License Area consists of the area between (i) Licensee's real property at 10811 Front Beach Road, 10900 Front Beach Road, and 10901 Front Beach Road and (ii) the nearest street curb on Front Beach Road or Leary Drive that is parallel to Licensee's property line and which curb may be relocated at Licensor's discretion.
2. **Term.** The term of this License is twenty years, unless sooner terminated in either party's unfettered discretion as hereunder provided.
3. **Use.** The License Area may be used by Licensee solely for installing, maintaining, repairing, replacing and accessing landscaping, natural vegetation and sprinklers, as the same shall be located or relocated by said City, upon, over and across the License Area. Licensee shall, at its expense and at all times during the Term, maintain the License Area in a clean, neat and safe condition, and shall remove any trash, litter or debris in the License Area. As part of its current right-of-way upgrade, the City intends to install the irrigation heads, valves, wiring, and related equipment that the City previously planned for this area, but at Licensee's request will connect the new irrigation equipment to Licensee's potable water system instead of to well water that will be used to irrigate other nearby locations in the right-of-way. Irrigation meters and wire tie in locations will be as provided on Exhibit B, attached hereto and incorporated herein. Licensee will be responsible for the cost of potable water at the City's standard rates, as may be adjusted from time to time. Licensee shall have no other right to alter existing improvements or make any improvements to the License Area without the City's prior consent. Licensee understands that Licensor is in the process of upgrading the right-of-way in and around the License Area and Licensee agrees that Licensor shall not be liable for any damage or removal of landscaping and vegetation as part of that right-of-way

upgrade project. Furthermore, Licensor shall not be liable for future damage or removal of landscaping that occurs as part of any street or sidewalk maintenance or construction project, utilities maintenance or construction project, or any similar projects.

4. **Backflow Preventers.** As part of its current right-of-way upgrade, Licensor will be excavating the area where Licensee's irrigation backflow preventers are located. Licensor will relocate or replace these irrigation backflow preventers at its own cost. Thereafter, Licensee shall be responsible for all costs of maintenance or replacement.

5. **Indemnification.** Licensee does hereby agree to indemnify, defend and hold harmless Licensor and its employees, agents and representatives, harmless from any loss, damage, injury, claim, liability, demand, cost and expense (including legal expense) arising out of or connected with the use of the License Area.

6. **Termination.** Either party may terminate this License by giving the other party ninety (90) days written notice of such termination. Upon the ninetieth day after receipt of such notice of termination, this License shall be deemed terminated and of no further force and effect, it being understood by the parties that this is a revocable license.

7. Nothing herein shall be construed to vacate, abandon or diminish whatever legal or equitable right or title the City of Panama City Beach may have in the License Area.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Signed in the presence of:

MAJESTIC BEACH RESORT
COMMUNITY ASSOCIATION, INC.

Print Name:

By
Its:

Print Name:

CITY OF PANAMA CITY BEACH,
FLORIDA, a municipal corporation

ATTEST:

Mario Gisbert, City Manager

Diane Floyd, City Clerk

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Mario Gisbert and Diane Floyd as City Manager and City Clerk of City of Panama City Beach, Florida.

- () who is personally known to me.
- () who produced _____ as identification.

Signature of Notary Public

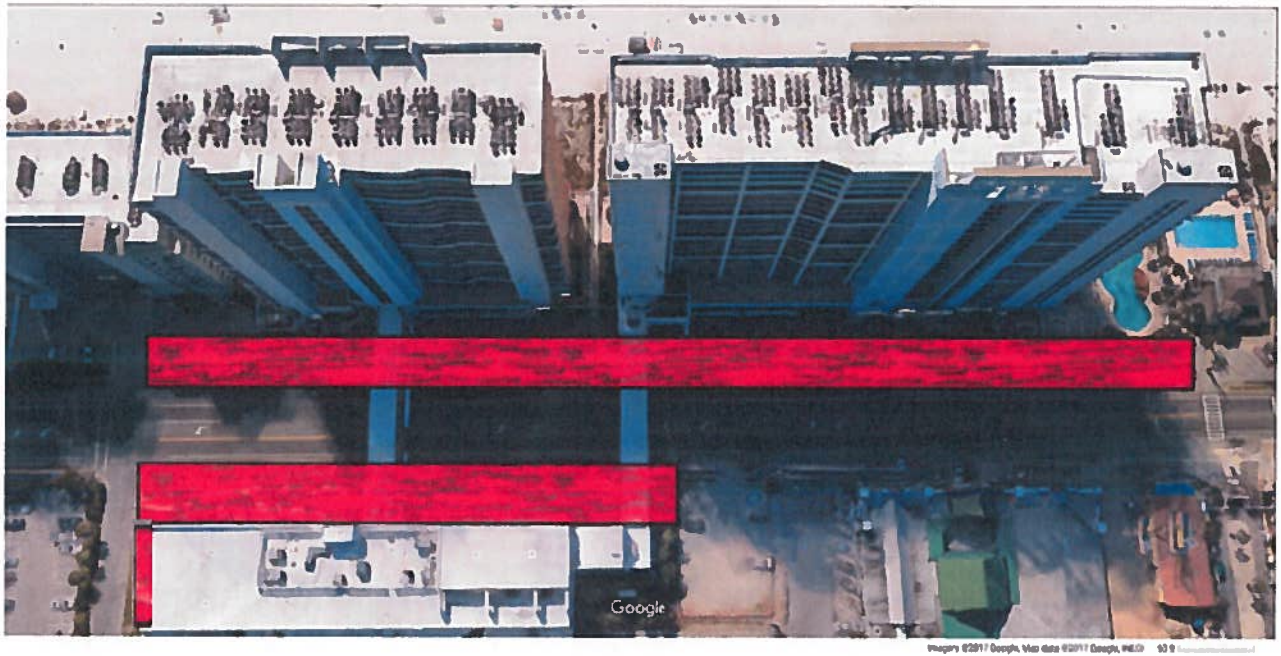
STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____ as _____ of Majestic Beach Resort Community Association, Inc.

- () who is personally known to me.
- () who produced _____ as identification.

Signature of Notary Public

EXHIBIT A





CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

CRA/Kelly Jenkins

2. MEETING DATE:

07/27/2017

3. REQUESTED MOTION/ACTION:

Approve the license agreement between the City and Majestic Beach Resort Community Association Inc. for landscape and irrigation maintenance adjacent to their property.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? Yes No

N/A

DETAILED BUDGET AMENDMENT ATTACHED Yes No

N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)

City staff has been meeting with the Majestic Beach Resort Community Association to come to an agreement for the Majestic to have a license within the City right-of-way on Front Beach Road CRA Segment 2. The purpose of this license is so the Majestic can maintain the newly planted landscaping as well as the newly installed irrigation that will be in the City right-of-way adjacent to their buildings on both the south and north sides of Front Beach Road (see Exhibit A). In addition, they will be using their existing City potable irrigation water tie in connections as shown in Exhibit B as opposed to utilizing the well water that is the main source of irrigation for the remainder of the landscaping throughout the CRA Segment 2 corridor. The license agreement is attached for your use.