

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made this 18th day of May 2021, by and between Central Business Plaza-A, LLC ("Licensor") and the City of Coral Gables, a municipal corporation of the State of Florida ("Licensee") and.

W I T N E S S E T H:

A. Licensor is the Owner of property identified by the Miami-Dade County property appraiser website as Parcel ID 30-4014-035-0010 located on the southeast corner of 71st Ave and 29th Road, Miami, Florida (the "Property").

B. Licensee desires to use that portion of the Property outlined on Schedule A attached hereto ("License Area") for the purpose set forth in this Agreement.

C. It is the intent of the Licensee to manage the License Area as a temporary debris management site as necessary during the time of any emergency or disaster.

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth herein, and other good and valuable consideration, Licensor and Licensee mutually agree as follows:

1. Definitions. The terms set forth in this Agreement shall have the following meanings:

1.01. Licensee:

Name: City of Coral Gables 305 _____

Address: 405 Biltmore Way _____

Coral Gables, FL 33134 _____

Telephone: (305) 460-5314 _____

1.02. Licensee's Representative:

City Manager Peter Iglesias is the duly authorized officer or representative of Licensee with the authority to execute this Agreement on behalf of Licensee.

1.03. Term: The Licensee, subject to the approval of the License Area by the Miami-Dade County Department of Environmental Resources Management, shall be permitted to use the License Area commencing June 1, 2021 and ending November 30, 2021 (the "License Term"), except that, if the License Area is activated by Licensee as a temporary debris management site as set forth in sections 1.04 and 1.05, the License Term shall be automatically extended until such time as Licensee closes the License Area as a temporary debris management site, provided, however, either Party shall have the right to terminate this Agreement with 30

case the monthly payment by Licensee shall be Fifteen Thousand Dollars (\$15,000.00) per month until such time as Licensee ceases using the License Area as a debris management site.

1.06. Deposit. Licensee shall not be required to deposit with Licensors a security deposit.

2. Acceptance of License Area. Licensee has inspected the License Area and accepts the same as existing and in the condition of that inspection. Licensee represents that Licensors has made no representations with respect to the License Area or its respective condition, and that the Licensee is not relying on any representations of Licensors or its agents with respect to the use or condition of the License Area. Licensee shall make no alterations or modifications, structural or non-structural, to the License Area. Licensors reserves the right to make alterations and modifications to any and all portions of the License Area.

Licensee agrees to be bound by and comply with any agreements, declarations and covenants to which the License Area is or may become subject to. If requested by Licensors, Licensee agrees to execute any documents to confirm the agreement by Licensee to be bound by such documents and instruments.

3. Licensee's Obligations. Licensee shall be solely responsible for and liable for all of the following, namely: (a) comply with all applicable state, federal and local laws, ordinances or regulations now or hereafter adopted or promulgated relating to its use and occupancy of the License Area; (b) locating and operating any equipment in the License Area consistent with the terms of any covenants, declarations and agreements to which the License Area is and may become subject to at any time during the License Term; and (c) obtaining, at its sole expense, any necessary permits or licenses from the proper governmental authority.

Licensee, at its sole expense, shall: (a) preserve the License Area in a clean, orderly condition; (b) pay to Licensors the costs incurred by Licensors to repair and to replace any part or the entirety of the License Area which may become damaged, as determined by Licensors in its sole discretion, as the result of Licensee's use of the License Area; (c) surrender the License Area to Licensors at the expiration of the License Term free and clear of any litter and debris; and (d) remove and dispose of any signs installed by Licensee at the expiration of the License Term.

Licensee agrees that if it does not surrender the License Area to Licensors as required herein, Licensee shall reimburse Licensors for the actual expenses incurred by Licensors to restore the License Area.

Licensee shall, within ten (10) days after written notice from Licensors discharge or bond to Licensors's satisfaction any mechanic's lien for materials or labor claimed to have been furnished to Licensee or on Licensee's behalf.

Licensee shall inform the City in writing of any accidents or injuries occurring in the License Area or on the Property within 24 hours of such incident.

4. Insurance. Licensee shall, solely for the purposes of this Agreement and only during the Term of this Agreement, add the Licensor at Central Business Plaza-A, LLC 11841 SW 57th Court, Coral Gables, FL 33156 as an additional insured to the Licensee's existing insurance policy. Licensee shall furnish Licensor with a certificate of insurance confirming the amount and types of coverages (which shall, at a minimum, include at least \$2,000,000 of general liability coverage limits inclusive of excess liability insurance), the required additional named insureds', evidence that such insurance is in force, with carriers reasonably acceptable to the Licensor, evidence that the premiums have been timely paid by Licensee, evidence that the policy may not be cancelled except upon ten (10) days prior written notice to Licensor and confirming a waiver of subrogation for all claims.

5. Limitation of Liability. Licensee agrees that the liability of the Licensor, if any, shall be limited to its interest in the PROPERTY for the satisfaction of any judgment or decree requiring the payment of money by Licensor, based upon any default, and no other property or asset of Licensor, its managing agent, officers, members, agents or any mortgagee, shall be subject to levy, execution or other enforcement procedure for the satisfaction of such judgment or decree. Notwithstanding anything to the contrary contained herein, in no event shall Licensee be responsible for any fines, code violations or other sums or judgments imposed upon Licensor that arises from events or circumstances unrelated to Licensee's use of the Property for Permitted Use.

6. No Assignment or Transfer. Licensee may neither assign this License Agreement, in whole nor in part, nor otherwise transfer the whole or any part of the License Area without the prior written consent of Licensor.

7. Breach. Upon a breach of any covenant, term or condition of this License Agreement to be performed or observed by the either party, that is not cured within five (5) business days, this License and the License Agreement may be deemed terminated immediately. In the case of a breach by the Licensee, such termination shall be without refund of any portion of the License Fee. In the case of a breach by the Licensor, such termination shall entitle the Licensee to an immediate refund of the monthly Licensee Fee, prorated from the date of the breach. Upon termination of this License, Licensor may take full possession of the License Area and remove all of Licensor's personal property from the License Area if not removed within five (5) business days of termination by reason of Licensee's default. All rights and remedies granted in this License to either party shall be cumulative and not mutually exclusive. In no event shall either party be liable for indirect, consequential, or punitive damages or for damages based on lost profits.

8. Notices. Notices from Licensee to Licensor shall be directed to Licensor as follows:

CENTRAL BUSINESS PLAZA-A LLC
Licensor's Name: Central Business Plaza LLC
Licensor's Address: 11841 SW 57th Court
Coral Gables, FL 33156
Attn: Frederica L. Applebaum
FREDERICA

All notices from Licensor shall be directed to Licensee as follows:

City Manager
City of Coral Gables
P.O. Box 141549
Coral Gables, FL 33114-1549

Cc: City Attorney

9. FEMA and Federal Requirements. Licensee intends to seek reimbursement from FEMA for certain expenses incurred through the License Agreement. As such, Licensee agrees and certifies to adhere to the attached federal provisions, which are attached as Exhibit B hereto, and incorporated herein. Further, Licensor understands and acknowledges that it is not in privity with FEMA and that FEMA is not a party to this lease.

10. Complete Understanding. This Agreement sets forth the final and complete understanding of the parties with respect to this subject matter. It is understood and agreed that there are no other representations with respect to this Agreement and this Agreement supersedes all prior discussions, agreements, and undertakings related to the subject matter hereof. It is further agreed that the rights, interests, understandings, agreements and obligations of the respective parties pertaining to the subject matter of this Agreement may not be amended, modified or supplemented in any way except by a subsequent written instrument evidencing the express written consent of each of the parties duly executed by the parties. Any terms inconsistent with or additional to the terms set forth in this Agreement which may be included with purchase order, acknowledgement, invoice or the like, of any party shall not be binding on any party hereto.

11. Relationship. Nothing in this Agreement shall be construed to create an agency relationship between the parties. Accordingly, no party shall be liable for any debts, accounts, obligations, or any other liabilities or torts of the other party or its agents or employees, except as this Agreement may otherwise provide, or the parties may otherwise provide by other written agreement between them. The parties agree that in any lawsuit brought in its name or defended in its name, Licensor must retain all final control and authority of the lawsuit. Therefore, in any lawsuit envisioned in this agreement in which Licensor is a party, Licensor retains full control of the lawsuit, including full authority to determine what legal actions or positions may be asserted to the courts in the name of Licensor and the full authority to settle or compromise any claim on behalf of Licensor.

12. Waiver. The failure of any party hereto to insist in any instance upon the strict performance of any provision of this Agreement or to exercise any election contained herein shall not be construed as a waiver or relinquishment for the future of such provision or election. No waiver or modification by any party shall be deemed to have been made unless expressed in writing by such party.

13. Survival. All representations, warranties, covenants, conditions and agreements contained herein which either are expressed as surviving the expiration or termination of this

Agreement or, by their nature, are to be performed or observed, in whole or in part, after the termination or expiration of this Agreement, including (without limitation) the indemnification obligations and Hazardous Material provisions set forth herein, shall survive the termination or expiration of this Agreement.

14. Applicable Law. This License shall be governed by the laws of the State of Florida and venue for any litigation hereunder shall be in Miami-Dade County, Florida.

15. Waiver of Trial By Jury. It is mutually agreed by and between the respective parties that they hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters arising out of or in any way connected with this License, the relationship of Licensors and Licensee's, and Licensee's use or occupancy of the License Area.

16. Invalidity of Provision. If any term or provision of this License or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this License or the application of such term or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this License shall be valid and be enforceable to the fullest extent permitted by law.

17. Time of Essence. It is understood and agreed between the parties hereto that time is of the essence of all the terms and provisions of this License.

18. Successors and Assigns: All terms and provisions of this License to be observed and performed by Licensee shall be applicable to and binding upon Licensee's respective heirs, personal representatives, successors and assigns, subject, however, to the restrictions as to assignment by Licensee as provided herein.

20. Miscellaneous. The terms Licensors and Licensee as herein contained shall include singular and/or plural, masculine, feminine and/or neuter, heirs, successors, personal representatives and/or assigns wherever the context so requires or admits. The terms and provisions of this License are expressed in the total language of this License and the Article or article headings are solely for the convenience of the reader and are not intended to be all-inclusive and shall not be deemed to limit or expand any of the provisions of this License. Anything herein to the contrary notwithstanding, neither party shall be or be deemed to be in default hereunder unless it has failed to cure its default within a reasonable time following its receipt of notice thereof. All exhibits attached to this License, if any, are hereby incorporated in and made a part hereof. Neither this License nor any memorandum or short form thereof shall be recorded in the Public Records of Miami-Dade County, Florida. Licensee and Licensors each certifies for itself that it is not acting directly or indirectly for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced

or administered by the Office of Foreign Assets Control; and that it is not engaged in this transaction, directly or indirectly on behalf of any such person, group, entity or nation.

21. FLORIDA PUBLIC RECORDS LAW FLORIDA STATUTES CHAPTER 119, *et seq.* Records subject to the provisions of Public Records Law, Florida Statutes Chapter 119, shall be kept and maintained in accordance with such Statute. Licensor acknowledges that records and books, not subject to exemption under Chapter 119, may be disclosed and/or produced to third parties by the City in accordance with requests submitted under Chapter 119 or court orders without penalty or reprisal to the City for such disclosure and/or production. Licensor also agrees to assert, in good faith, any relevant exemptions provided for under Chapter 119 for records in its possession on behalf of the City. Furthermore, Licensor agrees to comply with the provisions outlined in Section 119.0701 of the Florida Statutes, the requirements of which are incorporated by reference herein.

IF THE LICENSOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LICENSOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-460-5210, cityclerk@coralgables.com, 405 Biltmore Way, First Floor, Coral Gables, FL 33134.

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

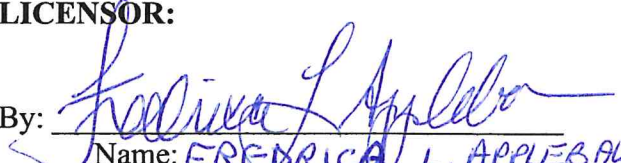
WITNESS:



ATTEST:

Billy Y. Urquia, City Clerk

LICENSOR:

By: 
Name: FREDRICA L. APPLEBAUM
Title: MANAGING MEMBER

LICENSEE:

THE CITY OF CORAL GABLES:

By: _____
Peter J. Iglesias
City Manager

Approved as to form and legal sufficiency:

Miriam Soler Ramos, City Attorney

EXHIBIT A

Vacant portion in outlined red



11841 SW 57th CT
Coral Gables, FL 33156

Date	Invoice #
5/18/2021	202106

Bill To
City Manager City of Coral Gables P.O. Box 141549 Coral Gables, Fl 33114-1549

P.O. No.	Terms	Project

Description	Qty	Rate	Amount
non taxable rent		1,500.00	1,500.00

	Subtotal	\$1,500.00
	Sales Tax (0.0%)	\$0.00
	Total	\$1,500.00
	Payments/Credits	\$0.00
	Balance Due	\$1,500.00