

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made this ____ day of _____, 2022 by and between 1505 Ponce SPE, LLC, a Florida for profit corporation (“1505 Ponce SPE”) and the City of Coral Gables, a Florida municipal corporation (the “CITY”), together (“the parties”).

RECITALS

WHEREAS, 1505 Ponce SPE is taking ownership of the property known as 1505 Ponce de Leon Boulevard, Coral Gables, Florida, a vacant parcel of land which 1505 Ponce SPE is proposing to develop in assemblage with 122 Menores Avenue and 126 Mendoza Avenue as a multifamily residential mixed use building (“1505 Ponce Project”); and

WHEREAS, there are currently no off-leash dog parks within walking distance from the proposed 1505 Ponce Project and 1505 Ponce SPE plans on providing a permanent dog park as part of the 1505 Ponce Project; and

WHEREAS, 1505 Ponce SPE and the CITY agree that providing a temporary off-leash dog park in the vicinity of the 1505 Ponce Project as soon as possible is in the public interest; and

WHEREAS, 1505 Ponce SPE and the CITY desire to have the CITY use a designated portion of the 1505 Ponce Project as a temporary off-leash dog park (“dog park”) until the 1505 Ponce Project commences construction.

NOW THEREFORE, in consideration of the parties’ mutual covenants, agreements and conditions contained herein and the sum of Ten Dollars (\$10.00) paid by the CITY to 1505 Ponce SPE, the parties agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein as if repeated in their entirety.

2. 1505 Ponce SPE hereby grants permission to the CITY to use the portion of the 1505 Ponce Project site as shown in **EXHIBIT A** as a temporary public dog park subject to the following terms and conditions:

1. 1505 Ponce SPE will install and maintain a vinyl coated chain link fence around the area indicated in **EXHIBIT A** and provide a double fenced entrance along Mendoza Avenue as well as a service gate along the West side of the dog park. 1505 Ponce SPE will also sod the entire dog park area indicated in **EXHIBIT A**. 1505 Ponce SPE is responsible for providing irrigation for the dog park area and installing a water source for humans and dogs, together known as the “1505 Ponce SPE Improvements”.

2. The term of this agreement shall be for one year from the final installation of the 1505 Ponce SPE improvements and notification to the CITY of same. Following the term of this agreement the parties may mutually agree to month-to-month extensions in writing.

3. This agreement may be terminated by mutual agreement between the parties at any time or by 1505 Ponce SPE with 30 days written notice.

4. The CITY will be responsible for providing written notice of any improvements prior to installation which may be withheld and 1505 Ponce SPE's sole discretion. These improvements will be at the CITY's cost, including any permitting fees, and the CITY will be responsible for removing them within 30 days following the termination of this agreement.

5. The CITY shall supply trash receptacles, and pet waste stations. The CITY shall be responsible for disposal of waste, cleaning of the dog park, and mowing of the sod in the dog park. 1505 Ponce SPE shall be responsible for replacing the sod up to two times during the initial term of this agreement when requested by the CITY.

6. The CITY agrees that the dog park will be open to the public from dawn to dusk 7 (seven) days a week. The CITY will install signage indicating the same, noting that the park is not actively monitored, indicating the regulations of the dog park, and noting that the park is a temporary park provided by 1505 Ponce SPE

7. The CITY'S use of the 1505 Ponce Project property shall not interfere with 1505 Ponce SPE's construction of the 1505 Ponce Project, and 1505 Ponce SPE's construction will not interfere with the CITY'S operation of the dog park during the term of this agreement.

8. NOTICE. Any notice given under this Agreement shall be in writing and shall be hand delivered, sent by Registered or Certified Mail, return receipt requested or email to the CITY by so notifying the City Manager, City Attorney, and City's Community Recreation Director and 1505 Ponce SPE at Svenizelos@location.ventures;

9. This License Agreement may not be assigned.

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

Signed, sealed and delivered in the presence of

CITY: The City of Coral Gables,

A Florida Municipal Corporation.

By: _____

Print Name: _____

By: _____

Peter Iglesias, City Manger

By: _____

Print Name: _____

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

1505 Ponce SPE, LLC A Florida for profit Corporation

By: _____

Rishi Kapoor, CEO

By: _____

Print Name: _____

By: _____

Print Name: _____