TEMPORARY LICENSE AGREEMENT

THIS TEMPORARY LICENSE AGREEMENT (License) is made this 7th day of November, 2012, between Sylvia Star 135, LLC (Owner/Licensor) having its office and principal place of business at 1065 N.E. 125th Street, North Miami, Florida, 33161 and the **City of North Miami** (City/Licensee), a Florida municipal corporation, located at 776 NE 125th Street, North Miami, FL 33161. (the Parties).

WITNESSETH:

WHEREAS, Licensor is the fee simple Owner of the property described in Exhibit "A" attached (the Property); and

WHEREAS, the City has requested a Temporary License to construct, install, operate, maintain, repair, service and replace, as may be permitted by the Owner in its sole and absolute discretion, a City of North Miami Gateway sign (the Improvement).

NOW, THEREFORE, for good and valuable consideration paid by the City to the Owner, the receipt of which is acknowledged, the Parties agree as follows:

1. **License**. Owner will allow, on a temporary basis, the City to utilize a 3'x3' square foot area on the Property for purposes of construction, installation, maintenance, and repair of an Improvement, located on the boundary of the Property as shown in detail within the accompanying site sketch attached as Exhibit B.

2. **Construction of Improvement**. The City, prior to the construction and installation of the Improvement, shall submit to the Owner, for its approval, a proposed site sketch plan of the Improvement. The Contract between the City and the licensed contractor for the construction of the Improvement shall be subject to the approval of the Owner. The City shall be responsible for all costs and expenses related to the Improvement. Under no circumstances shall the City allow any mechanic's liens to be placed on the Property as a result of the Improvement or any other work performed by the City or the Contractor or on their behalf on the Property. Any breach of this provision shall result in the immediate termination of this License, and the City shall be liable for all such liens, for the removal of the Improvement and for the restoration of the Property to its original condition prior to the execution of this Agreement.

The Contractor shall submit to the Owner evidence of the contractor's Public Liability Insurance in the amount of $1,000,000.00, and the Owner shall be named as a loss payee on the insurance. The policy shall not be modified or terminated.

In addition, the Contractor shall obtain a 100% labor, material and performance bond in the amount of the construction contract with a surety company and which shall run in favor of

the Owner. The bond shall be in form and content reasonably acceptable to the Owner and shall be obtained prior to the commencement of any Improvement work on the Property.

Prior to the commencement of the Improvement work, the City shall secure any necessary building permits and such work shall be done in accordance with all applicable laws, codes, rules and regulations. The City agrees that the Improvement on the Property shall be constructed upon and below the Property and that there shall be no overhanging portion of the Improvement constructed on the Property. The Owner agrees to allow the City or its representative to access the property to install an underground footer on site to secure the base of the sign.

3. **Maintenance, Repair and Replacement**. It shall be the sole obligation of the City to install, construct, maintain, repair, and replace the Improvement on the Property at no expense whatsoever to the Owner. The City or its representative can access the property for improvements or maintenance. In the event that the Owner terminates this License Agreement and causes the City to relocate the Improvement to another area on the Property, the City shall be obligated to restore the surface condition of the Property, including trees, any improvements, and landscaping to the condition existing prior to such construction, installation, maintenance, repair and/or replacement. Upon any such termination, the Parties shall enter into an Easement Agreement for the relocation of the Improvement.

4. **Termination of License:** In addition to the right of the Owner to terminate this License and allow the City to relocate the sign onto a permanent easement on the Property, in the event the City ceases to use the Improvement on the Property for the purposes as set forth or in the event the City otherwise abandons the use of the Property, this License Agreement shall terminate automatically and shall have no further force and effect. The City shall then be obligated to restore the Property as set forth in Paragraph 3, above.

5. **Indemnification**. To the extent permissible under Florida law, the City indemnifies the Owner for all costs, expenses and attorneys' fees incurred by the Owner as a result of the City's failure to comply with any of its responsibilities, obligations or duties as expressed in this Agreement or in the event the Owner incurs any liability as a result of the granting of this License or as a result of the City's exercise of any of its rights under this License Agreement.

6. **Binding Effect**. The obligations, responsibilities and duties as set forth in this Agreement shall be binding on the Parties and all successors and assigns and subsequent owners of the Property.

IN WITNESS WHEREOF, the Parties have executed this Agreement by its respective proper officers duly authorized the day and year first written above.

Signatures on the Page Following

Signed, sealed and delivered
in the presence of Witness:

By: [signature]

Print Name: JOHN C. DeCLAGLORIA

OWNER: Sylvia Star 135, LLC

By: [signature]
Roberta Segal, Managing Member

Print Name: ROBERTA SEGAL

Title: Managing member

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 9 day of NOVEMBER, 2012, by Roberta Segal, as the Managing Member of Sylvia Star 135, LLC, who is personally known to me or who has produced _____ as identification.

[signature]
Notary Signature

MARISA CZERWONKO
MY COMMISSION # EE120296
EXPIRES August 09, 2015
(407) 398-0153 FloridaNotaryService.com

MARISA CZERWONKO
Print Name
Notary Public – State of Florida
Commission No: EE12029
My Commission Expires: 8/9/2015

Signed, sealed and delivered
in the presence of Witness:

By: [signature]

Print Name: MAYDA PINEDA

The City of North Miami

By: [signature]

Print Name: Stephen E. Johnson
Title: City Manager

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 14TH day of November, 2012, by STEPHEN E. JOHNSON, who is personally known to me or who has produced _____ as identification.

[signature]
Notary Signature
ANDREA A. McDONALD
Print Name
Notary Public – State of Florida

Commission No.
My Commission Expires:

ANDREA A. MCDONALD
MY COMMISSION # EE 069974
EXPIRES: May 5, 2015
Bonded Thru Notary Public Underwriters

ATTEST:

By: _____
Michael A. Etienne
City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

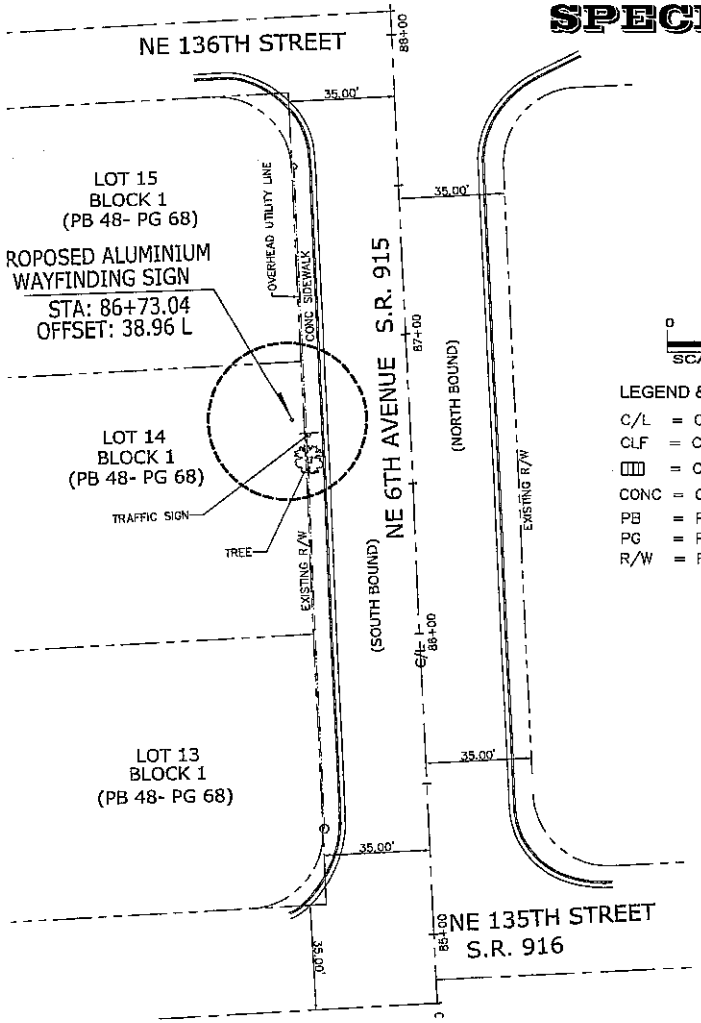
By: _____
Regine Monestime
City Attorney

EXHIBIT "A"

SMALLWOOD MANOR PB 48-68 LOT 14 BLK 1 LOT SIZE 12529 SQUARE FEET OR 20209-1735 02 2002 6 (6) COC 24341-1817 03 2006 2 OR 24341-1817 0306 02

SPECIFIC PURPOSE SURVEY

SITE No. 28



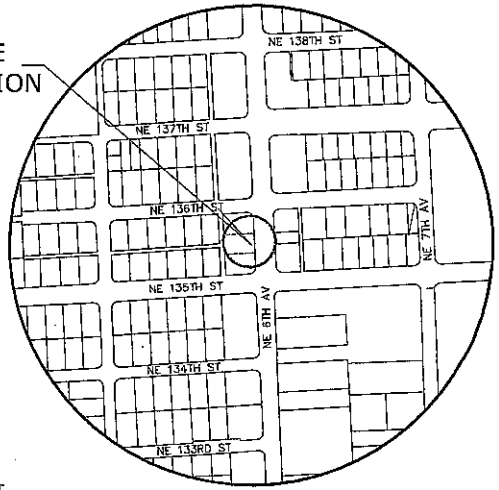
MIAMI
FLORIDA
CITY OF NORTH MIAMI
776 NE 125 ST
NORTH MIAMI, FL 33161

0 20 40
SCALE: 1"=40'

LEGEND & ABBREVIATION

C/L = CENTERLINE
CLF = CHAIN LINK FENCE
= CATCH BASIN
CONC = CONCRETE
PB = PLAT BOOK
PG = PAGE
R/W = RIGHT OF WAY

SITE LOCATION



LOCATION SKETCH
SCALE: 1"=500'

SURVEYOR'S NOTES:

I- DATE OF COMPLETION:

09-18-2012

II- ADDRESS AND FOLIO:

VACANT LOT
INTERSECTION OF NE 6 AND 135 ST
NORTH MIAMI, FL 33168
FOLIO No. 06-2219-004-0140

III- CLIENT INFORMATION:

This Specific Purpose Survey was prepared at the insistence of and certified to:

CITY OF NORTH MIAMI

IV- SURVEYOR'S CERTIFICATE:

I hereby certify: That this " SPECIFIC PURPOSE SURVEY " and the Survey Map resulting therefrom was performed under my direction and is true and correct to the best of my knowledge and belief and further, that said "SPECIFIC PURPOSE SURVEY" meets the intent of the applicable provisions of the "Minimum Technical Standards for Land Surveying in the State of Florida", pursuant to Rule 5J-17 of the Florida Administrative Code and its implementing law, Chapter 472.027 of the Florida Statutes.

By: _____
Rolando Ortiz LS4312
Registered Surveyor and Mapper
State of Florida

NOTICE: Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to Survey Maps by other than the signing party are prohibited without the written consent of the signing party.

3TCi Land Surveyors & Mappers
3TCI, Inc. LB7799
PROFESSIONAL LAND SURVEYORS AND MAPPERS
12211 SW 129th CT. MIAMI FL 33186
tel: 305-378-1662 fax: 305-378-1662 www.3tci.com

DRAFTER:	CHECKED:	FIELD BOOK:	JOB NUMBER:	SCALE:	SHEET:
AM	RO	2011-2	12-307-28	1"=40'	1 OF 1

EXHIBIT "B"