TEMPORARY LICENSE AGREEMENT

THIS TEMPORARY LICENSE AGREEMENT ("License Agreement") is made this ____ day of _____, 2015, between Shoppes at Biscayne LLC. ("Owner" or "Licensor") having its office and principal place of business at 2750 NE 185th Street, Suite 203, Aventura, Florida 33180 and the **City of North Miami** ("City" or "Licensee"), a Florida municipal corporation, located at 776 NE 125th Street, North Miami, FL 33161 (collectively referred to herein as 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 6'x18' 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 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 License 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 policy. The policy shall not be modified or terminated.

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 License 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 License 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.

4. **Termination of License** 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.

4.1 Either Party may terminate this License Agreement with or without cause by giving the other Party written notice, within sixty (60) days of the termination date.

5. **Indemnification**. To the extent permissible under Section 768.28, Florida Statutes (2015), 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 License 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. Nothing contained in this License is any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Chapter 768, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

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

7. Miscellaneous Provisions:

7.1 This License Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the Parties shall be in Miami- Dade County, Florida.

7.2 The Licensor agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to

time.

7.3 In the event of any dispute arising under or related to this License Agreement, the prevailing Party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of this License Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

7.4 This License Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same License Agreement.

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

ATTEST:

Corporate Secretary or Witness:

By: _____

Print Name: _____

Date: _____

Shoppes at Biscayne LLC, a Florida limited liability company,
"Owner" or "Licensor":

By: _____

Print Name: Paul Feldman

Date: 12/08/2015

ATTEST:

By: _____
Michael A. Etienne, Esq.
City Clerk

City of North Miami, a Florida municipal Corporation:
"City"

By: _____
Arthur H. Sorey, III
Interim City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Roland C. Galdos, Esq.
Interim City Attorney

EXHIBIT "A"

Legal Description of site:

3TCi LB7799	prepared by: 3TCI, Inc. LB7799 PROFESSIONAL LAND SURVEYORS AND MAPPERS 12211 SW 129th CT. MIAMI FL 33186 tel: 305-316-8474 fax: 305-376-1662 www.3tci.com	prepared for: NORTH MIAMI FLORIDA CITY OF NORTH MIAMI

EXHIBIT "A"

LEGAL DESCRIPTION OF:
6' X 18' PRIVATE SIGN EASEMENT
13400 BISCAYNE BOULEVARD
NORTH MIAMI, FL 33161
SECTION 28, TOWNSHIP 52 S., RANGE 42 E.
MIAMI-DADE COUNTY, FLORIDA

EXHIBIT "A"

A 6 FEET X 18 FEET PRIVATE SIGN EASEMENT IN LOT 50 OF REPLAT OF AMENDED PLAT OF R.E. MCDONALD'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, AT PAGE 22, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE CENTER LINE OF N.E. 135th STREET WITH THE CENTER LINE OF U.S. HIGHWAY No. 1, ALSO KNOWN AS BISCAYNE BOULEVARD; THENCE RUN NORTH 89°59'46" WEST ALONG THE CENTER LINE OF N.E. 135th STREET FOR A DISTANCE OF 93.58 FEET TO A POINT; THENCE RUN SOUTH 00°00'14" WEST FOR A DISTANCE OF 35.00 FEET TO A POINT LOCATED ON THE SOUTH RIGH-OF-WAY LINE OF SAID N.E. 135th STREET, THIS POINT ALSO KNOWN AS THE POINT OF BEGINNING OF THE EASEMENT HEREINAFTER DESCRIBED, THIS POINT ALSO KNOWN AS THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 9°28'23" FOR AN ARC DISTANCE 4.13 FEET TO A POINT; THENCE RUN SOUTH 48°18'45" EAST FOR A DISTANCE OF 14.70 FEET TO A POINT; THENCE RUN SOUTH 41°41'15" WEST FOR A DISTANCE OF 6.00 FEET TO A POINT; THENCE RUN NORTH 48°18'45" WEST FOR A DISTANCE OF 18.00 FEET TO A POINT; THENCE RUN NORTH 41°41'15" EAST FOR A DISTANCE OF 3.52 FEET TO THE POINT OF BEGINNING. SAID LAND SITUATED LYING AND BEING IN MIAMI DADE COUNTY, FLORIDA AND CONTAINING 104 SQUARE FEET MORE OR LESS.

NOTES:
1. THE PROPERTY SHOWN HEREON WAS NOT ABSTRACTED FOR OWNERSHIP, RIGHTS-OF-WAY, EASEMENT OR OTHER MATTERS OF RECORD.
2. THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY. (THIS IS NOT A SURVEY)
3. THIS SKETCH OF DESCRIPTION WAS PREPARED BY 3TCI, WITHOUT THE BENEFIT OF A TITLE SEARCH.
4. BEARINGS AS SHOWN HEREON ARE BASED UPON THE CENTER LINE OF N.E. 135th STREET, WITH AN ASSUMED BEARING OF S89°59'46"E. SAID LINE TO BE CONSIDERED A WELL MONUMENTED LINE.

SURVEYOR'S CERTIFICATE:
I hereby certify: That this "Sketch to Accompany Legal Description" 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 "Sketch to accompany Legal Description" meets the intent of the applicable provisions of the Technical Standards of Practicefor 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

ROLANDO ORTIZ CERTIFICATE NO. 4312 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

REVISIONS	DATE:	REVISIONS	DATE:	
JOB NUMBER: 15-1001	DATE OF SKETCH: 11/17/2015	CHECKED BY: R.O.	DRAFTER BY: F.E.S.	SHEET 1 OF 2

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.

EXHIBIT "B"

(Survey Drawing)

prepared by:
3TCI, Inc. LB7799
PROFESSIONAL LAND SURVEYORS AND MAPPERS
12211 SW 129th CT. MIAMI FL 33186
tel: 305-316-8474 fax: 305-378-1662 www.3tci.com

prepared for:
NORTH MIAMI FLORIDA
CITY OF NORTH MIAMI

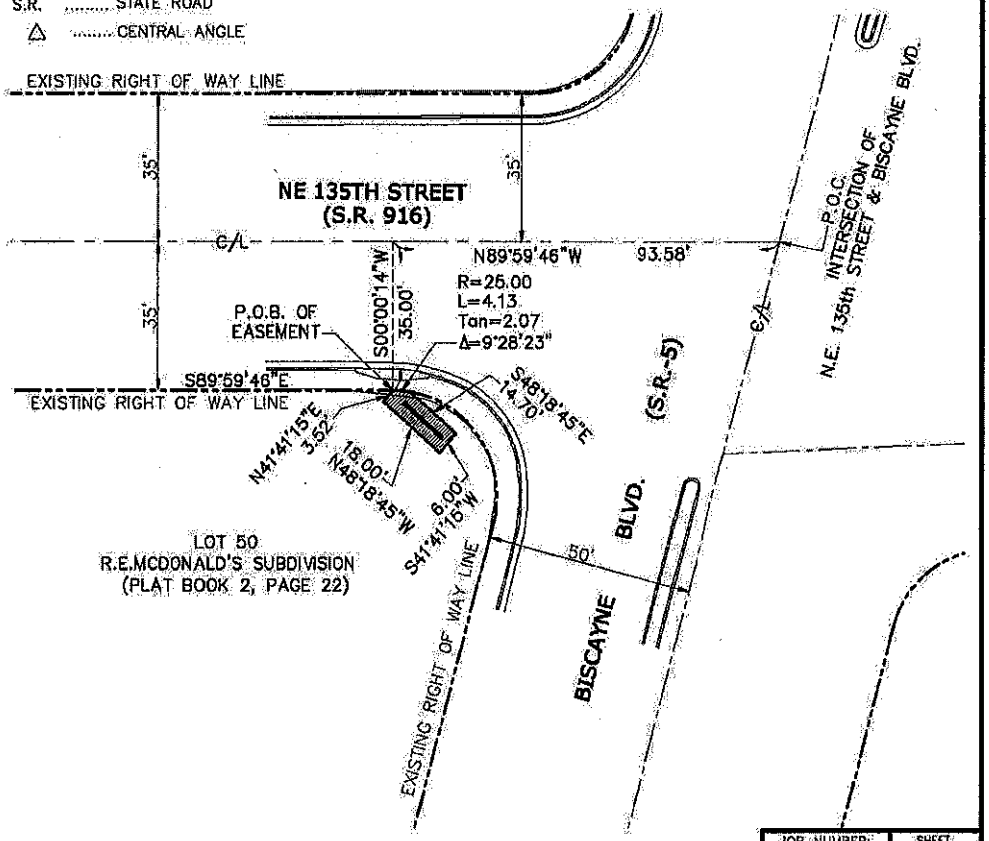
EXHIBIT B

LEGAL DESCRIPTION OF:
6' X 18' PRIVATE SIGN EASEMENT
13400 BISCAYNE BOULEVARD
NORTH MIAMI, FL 33181
SECTION 28, TOWNSHIP 52 S., RANGE 42 E.
MIAMI-DADE COUNTY, FLORIDA

0 15 30
SCALE: 1"= 30'

LEGEND:

P.O.B. ..... POINT OF BEGINNING
P.O.C. ..... POINT OF COMMENCEMENT
S.R. ..... STATE ROAD
Δ ..... CENTRAL ANGLE



JOB NUMBER:	SHEET:
15-1001	2 OF 2