



MURAL LICENSE AGREEMENT

THIS MURAL LICENSE AGREEMENT ("the Agreement") is entered into this 9th day of November, 2021 (the "Effective Date"), by and between **800 OMEGA, LLC**, a Florida corporation ("Owner"), having an address at 822 NE 125 STREET, STE 100, NORTH MIAMI, FL 33161 and the NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic ("Licensee"), having an address at 735 NE 125 Street, Suite 100, North Miami, Florida 33161.

RECITALS

1. Owner is the owner of certain real property, more particularly described as follows:

- Lots 30 52 42 .5AC, of FRED C MILLERS SUB PB B-21. Property address: 12495 NE 8TH Avenue, North Miami, Florida 33161. Property Folio# 06-2230-013-0020.

2. Licensee has requested a license to have a mural (the "Mural") painted on the side of that certain building (the "Building") at the Property. Owner is willing to grant to Licensee such license subject to and in accordance with the terms, conditions, covenants, and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and Licensee agree as follows:

1. Grant of License. Subject to the terms, conditions, covenants and provisions of this Agreement, Owner hereby grants to Licensee a non-exclusive, non-transferable license (the "License") for the sole purpose of having the Mural painted on that portion of the Building which is marked and shown on the picture attached hereto as Exhibit "A" (the "Licensed Area"). Licensee agrees that the Mural shall be sized so as to "fit" the Building. Licensee further agrees that the Mural may or may not be illuminated, and Owner shall have no responsibility or liability to provide lighting of the Mural. Owner shall also provide to Licensee reasonable non-exclusive access to, and reasonable non-exclusive use of, space or pathways adjacent to the Building, as provided by Owner in Owner's reasonable but exclusive discretion, as reasonably necessary and incident to painting the Mural. The parties agree that (a) no fee shall be paid by the Licensee to the Owner, (b) that the mutual obligations set forth in this Agreement are sufficient consideration, and (c) each party waives any rights to claim this Agreement is unenforceable due to lack of consideration.

2. Term of License. The License granted hereunder shall be for a term of five (5) years commencing on the Effective Date and, unless terminated by Licensee by written notice by Licensee to Owner given at any time during such term, shall thereafter continue for additional five (5) year successive terms until terminated by the mutual agreement of the parties. At such time as the Licensee shall sunset and no longer be in existence, this Agreement and the License granted hereunder shall run to and be for the benefit of the City of North Miami (the "City"), and the City shall be entitled to all of Licensee's rights and benefits hereunder, and subject to



Licensee's obligations. Notwithstanding anything else herein to the contrary, Owner reserves the right to temporarily suspend the License if necessary to effectuate or accommodate any structural changes or architectural corrections or alterations to the Building comprised of the wall on which the Mural is to be installed or in cases of casualty or condemnation affecting the Building or portions thereof; provided, however, Owner shall not terminate the License absent written consent or written directions from Licensee to do so.

3. Approval of Mural. Owner hereby consents to the Mural as determined by the Licensee. During the term of this License, except for maintenance of the Mural, Licensee shall not make any alterations or additions to the Mural without the prior written consent of Owner, which consent shall not be unreasonably withheld, delayed or conditioned.

4. Installation and Insurance. Licensee shall be solely responsible for negotiating and entering into the agreement with the artist (the "Artist") for the Mural, and Owner shall have no responsibility or liability in connection therewith. Licensee shall be solely responsible for the acts of the Artist while on the Property. The Mural shall be installed and maintained at Licensee's sole cost and expense. Licensee's access to the Property and the Licensed Area is solely for the purpose of installing and maintaining the Mural in the Licensed Area, subject to advance notice to, and in coordination with, Owner, which notice may be oral or provided by electronic means. No portion of the Licensed Area shall be used for any other purposes than herein expressly permitted. Licensee's use of the Licensed Area shall at all times be subject to any and all matters of record recorded in the records of appropriate governments in the area where the Property is located. Prior to and during the installation and any maintenance work on the Mural, and throughout the term of this Agreement, Licensee, the Artist, and each contractor utilized by Licensee and/or the Artist, shall obtain and maintain public liability and property damage insurance, with insurance companies approved to write such policies in Florida, which policies must be reasonably satisfactory to Owner, shall name Owner as additional insured, provide that such policies may not be terminated, coverage reduced or policies not renewed, without thirty (30) days prior written notice to Owner and in such amounts and coverages as herein provided. Prior to the commencement of any installation and/or maintenance work, and each renewal and change of insurance, Licensee shall provide to Owner, certificates of insurance evidencing its compliance with the foregoing requirements. The liability insurance required under this paragraph shall be commercial general liability insurance in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for bodily injury, personal injury or death of any one person and One Million and 00/100 Dollars (\$1,000,000.00) for more than one person and any one incident and the property damage coverage requirement shall be an amount of not less than Five Hundred Thousand and 00/100 Dollars (\$500,000.00); provided, however, Licensee may self-insure in lieu of providing the required insurance. Nothing in this Agreement is intended to, nor shall it, waive the Licensee's right of sovereign immunity set forth in Section 768.28, Florida Statutes, as amended or superseded by a successor statute. Licensee, the Artist, and any contractor used by Licensee and/or the Artist shall also maintain workers' compensation coverage in accordance with statutory limits and such employers liability coverage and with such limits for each accident and disease policy limit-each employee as and if required by law. All work done in conjunction with the installation and maintenance of the Mural shall comply with all applicable laws and regulations and only after Licensee obtains, at Licensee's expense, all necessary governmental permits and licenses required therefor.



5. Responsibility of Licensee. Licensee shall conduct all activities related to the Mural in such a manner as will reasonably minimize any disruption of or interference with the normal activities of Owner, Owner's tenants and other licensees at and about the Property. Licensee agrees to assume, and hereby assumes, all responsibility for the Mural and activities relating to the Mural and the consequences thereof including, without limitation, (i) all acts and omissions of the Artist, Licensee and Licensee's board members, agents, officers, directors, contractors, employees, servants, customers, licensees and invitees in connection therewith and (ii) compliance with any and all applicable laws, codes, ordinances, copyrights, trademarks, rules and regulations. The Mural and all activities related thereto shall be completed promptly in a good and workmanlike manner and thereafter maintained by Licensee in a neat and slightly condition (including cleaning and repainting the Mural, if deemed reasonably necessary by Licensee and subject to available funding), and in compliance with all applicable governmental laws, regulations and other requirements. Licensee agrees to use its commercially reasonable efforts to complete the Mural in as short a period of time as is commercially reasonable.

B. The landlord has the ability to cancel the agreement should the building be demolished

6. Risk; Permits. Licensee shall (i) enter and use the Property and the Licensed Area, and conduct all activities related to the Mural, at its sole risk and expense; (ii) obtain, at its own cost and expense, all governmental approvals, licenses, permits and certificates, comply with all laws, statutes, rules and regulations; provided, however, nothing herein obligates Licensee to pay any part of the real estate taxes for the Property. Owner agrees it shall not seek any exemption for real estate taxes as a result of this Agreement.

7. No Assignment by Licensee. This License is expressly and intentionally made personal only and solely to Licensee, and therefore Licensee shall not assign or sub-license this Agreement or the License, rights or privileges granted hereunder.

8. License Only; Binding Effect; Other Provisions. Owner and Licensee expressly agree and declare that this Agreement shall not (i) create between them the relationship of landlord and tenant with respect to the Licensed Area, (ii) confer any rights upon Licensee as would amount in law to a landlord-tenant relationship, or (iii) create a joint venture or other arrangement between Owner and Licensee. This Agreement creates only the privilege on the part of Licensee, personal to Licensee, to install and maintain the Mural in the Licensed Area in the manner described in this Agreement. This Agreement may not be changed or terminated orally. This Agreement shall be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns of the parties; provided, further that, upon the sunset of the Licensee, the City shall succeed to the interest of the Licensee and be entitled to all rights and benefits hereunder as well as complying with all obligations of Licensee. Neither this Agreement nor any memorandum or notice hereof shall be recorded in any public records without the prior written consent of Owner. The recitals set forth at the beginning of this Agreement are hereby incorporated within and made an integral part of this Agreement.





9. Notices. All notices, consents, approvals and requests required or permitted under this Agreement shall be given in writing and shall be effective for all purposes if hand delivered or sent by (i) certified or registered United States mail, postage prepaid, or (ii) expedited prepaid delivery service, either commercial or United States Postal Service, with proof of attempted delivery, addressed as follows, or at such other address and person as shall be designated from time to time in a written notice to the other party in the manner provided for in this Paragraph.

If to Owner:

Name: 800 Omega LLC

Sebastian Scemla

Title: Manager

Address: 822 N.E. 125th St Suite 100

North Miami FL 33161

Telephone No. (786) 558-5776

Facsimile No. ()

If to Licensee:

Rasha Cameau, MBA, FRA-RP
NMCRA Executive Director
735 N.E. 125th Street, Suite 100
North Miami, Florida 33161
Telephone No. (305) 895-9888
Facsimile No. (305) 893-1367

Copy to:

Steven W. Zelkowitz
NMCRA Attorney
Spiritus Law
2525 Ponce De Leon Boulevard, Suite 1080
Coral Gables, Florida, 33134
Telephone No. (305) 224-1003
Facsimile No. (305) 204-9129

A notice shall be deemed to have been given: in the case of hand delivery, at the time of delivery; in the case of registered or certified mail, three business days after deposit in the



United States mail; or in the case of expedited prepaid delivery, upon the first attempted delivery on a Business Day.

10. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which collectively shall be deemed one and the same instrument.

11. No Liens, Recordation, No Commissions, No Jury Trial; Venue. Licensee shall have no power to create and shall not permit any mechanics', materialmen's or other lien on or with respect to the Licensed Area, the Building, the Property or any portion thereof, and any such liens are hereby prohibited. Licensee at its cost and expense may record or register of Public Record, this instrument or a short form memorandum hereof. Each of the parties represents and warrants to the other that it has not dealt with any broker or finder in connection with this instrument; and each party (an "Indemnifying Party") agrees to indemnify, defend and hold the other parties hereto ("Indemnified Parties"), harmless from and against all costs, losses, claims, damages and attorneys' fees ("Losses") arising out of any claim for fee or other reimbursement or remuneration by a party ("Broker") for the services or efforts of finding the artist and/or the securing of the Mural, which Broker is not herein disclosed and which Broker's claim(s) arise out of the Indemnifying Party's agreement(s) or other communications or arrangements.

12. Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

13. Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

14. Exhibits. Each Exhibit referred to in this Agreement should be treated as part of this Agreement, and is incorporated herein by reference.

15. Severability. If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and provided that the Agreement's fundamental terms and conditions remain legal and enforceable, the remainder of the Agreement shall continue in full force and effect, remain operative and binding, and shall and be enforced to the fullest extent permitted by law.

16. Governing Law; Venue. This Agreement will be governed by the laws of the State of Florida. Any claim, objection, or dispute arising out of the terms of this Agreement shall be brought in Miami-Dade County.

17. Extent of Agreement. This Agreement represents the entire and integrated agreement between the Owner and Licensee and supersedes all prior negotiations, representations or agreements, either written or oral.



18. No Third Party Rights. Nothing contained in this Agreement shall create a contractual relationship with or duties, obligations or causes of action in favor of any third party against either the Owner or the Licensee.

19. Ethics Requirements. Owner is responsible for educating itself on the various ethics and conflict of interest provisions of Florida law, Miami-Dade County and City Code. Owner shall not employ, directly or indirectly, any member of the NMCRA, the NMCRA Advisory Committee, City Council, or any director or department head of the City.

20. Prevailing Party's Attorney's Fees. If any party commences an action against the other party to interpret or enforce any of the terms of this Agreement or as the result of a breach by the other party of any terms hereof, the non-prevailing party shall pay to the prevailing party all reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action, including those incurred in any appellate proceedings, and whether or not the action is prosecuted to a final judgment.

21. Survival. All covenants, agreements, representations and warranties made herein or otherwise made in writing by any party pursuant hereto shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

22. Remedies Cumulative. The rights and remedies given in this Agreement and by law to a non-defaulting party shall be deemed cumulative, and the exercise of one of such remedies shall not operate to bar the exercise of any other rights and remedies reserved to a non-defaulting party under the provisions of this Agreement or given to a non-defaulting party by law.

23. No Waiver. One or more waivers of the breach of any provision of this Agreement by any party shall not be construed as a waiver of a subsequent breach of the same or any other provision, nor shall any delay or omission by a non-defaulting party to seek a remedy for any breach of this Agreement or to exercise the rights accruing to a non-defaulting party of its remedies and rights with respect to such breach.

24. **WAIVER OF JURY TRIAL.** EACH PARTY WAIVES ALL RIGHTS TO ANY TRIAL BY JURY IN ALL LITIGATION RELATING TO OR ARISING OUT OF THIS AGREEMENT.



IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first written above.

OWNER:

800 OMEGA LLC,
a Florida corporation

By: 

Printed Name: Sebastian Samia

Title: Manager

LICENSEE:

NORTH MIAMI COMMUNITY
REDEVELOPMENT AGENCY, a public body
corporate and politic

By: 

Rasha Cameau, MBA, FRA-RP
Executive Director

Attest:

By: 

Vanessa Joseph, Esq.
City Clerk

Approved as to form and legal sufficiency:

By: 


Spiritus Law, LLC, CRA Attorney

{NOTARY ACKNOWLEDGEMENTS ON THE FOLLOWING PAGE}



STATE OF FLORIDA)
) : SS
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 9 day of ~~August~~ November, 2021, by Sebastian Scemla, as Manager of 800 OMEGA LLC, a Florida corporation, on behalf of the corporation, who (check one) ☒ is personally known to me or ☐ produced a valid _____ driver's license as identification.


Print or Stamp Name: _____
Notary Public, State of Florida at Large
Commission No.: _____
My Commission Expires: _____

STATE OF FLORIDA)
) : SS
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 10 day of November, 2021, by Rasha Cameau, MBA, FRA-RP, as Executive Director of the North Miami Community Redevelopment Agency, on behalf of the agency, who (check one) ☒ is personally known to me or ☐ produced a valid _____ driver's license as identification.


Print or Stamp Name: _____
Notary Public, State of Florida at Large
Commission No.: GC 920485
My Commission Expires: 10/7/2023

EXHIBIT "A"
Licensed Area

800 NE 125 STREET, NORTH MIAMI FL 33161

Address Owner Name Subdivision Name Folio

SEARCH: Subdivision Name [Back to Search Results](#)

PROPERTY INFORMATION

Folio: 96-2230-013-0020

Sub-Division: FRED C MILLERS SUB

Property Address: 815146 125 ST

Owner: 800 OMEGA LLC

Mailing Address: 822 NE 125 ST STE 100 MIAMI FL 33161

PA Primary Zone: 6000 COMMERCIAL - GENERAL

Primary Land Use: 1111 STORE RETAIL OUTLET

Beds / Baths / Half: 0 / 0 / 0

Floors: 1

Living Units: 0


Actual Area:

Living Area:

Adjusted Area: 8,265 Sq Ft

Lot Size: 13,225 Sq Ft

Year Built: 1956



SPECIFIC WALL FOR MURAL

