

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "License Agreement" or "Agreement") is made this 10 day of April, 2012 by and between by and between **CITY OF DORAL, FLORIDA**, a municipal corporation existing under the laws of the South of Florida, having an address at 8401 NW 53rd Terrace, Doral, FL 33166 ("Licensor") and **CM DORAL IDF COMPANY LLC**, having an address at c/o Codina Partners, LLC, 135 San Lorenzo Avenue, Suite 750, Coral Gables, Florida 33146, on behalf ("Licensee"). Licensor and Licensee are hereinafter sometimes are referred to individually as "Party" and collectively as the "Parties".

BACKGROUND

A. Licensor is the owner of certain real property and the improvements thereon, if any, located in Doral, Florida and designated as Downtown Doral Park: 35-3022-007-0130 ("Property"). The Property is more particularly described and identified on Exhibit "A" attached hereto and made a part hereof.

B. The Parties have determined that, to the extent and as set forth herein, it is in their mutual interest to cooperate with each other with regard to the construction and use of a temporary construction trailer and other improvements on the Property.

NOW, THEREFORE, in consideration of the promises and the mutual promises herein contained, and in reliance thereon, which consideration is deemed sufficient by both, the Parties, each intending to be legally bound hereby, agree as follows:

1. DEFINITIONS. As used herein, with regard to the grant of any license, the term "on" when in reference to the Property shall mean and include the terms "on", "in", "under", "over", "through" and "across" unless otherwise explicitly limited. As used herein with regard to the description of the rights being conveyed, the terms "installation" or to "install", when in reference to any undertaking permitted on the Property, shall mean and include the terms "construct(ion)", "inspect(ion)", "maintain(ance)", "operate(operation)", "repair", "install(ation)", "enlarge(ment)", "remove(removal)" and "replace(ment)".

2. GRANTING OF LICENSE. Licensor hereby grants, transfers and conveys to Licensee the following nonexclusive licenses in, on, under, and through the Property (collectively, this "License"):

2.1 Temporary Construction/Storage Compound. Subject to the approvals to be obtained by Licensee hereunder, Licensor hereby grants, conveys and transfers to Licensee the non-exclusive license (the "Trailer/Storage License") to construct a temporary construction office and storage facility to be located on that portion of the Property identified as the "Trailer & Storage Compound" on Exhibit "B" to this Agreement (the "Trailer/Storage Compound Area").

2.2 Other Work. Licensor hereby grants, conveys and transfers to Licensee the nonexclusive license (the "Parking License") to park vehicles on that portion of the Property

identified as the "Employee & Trade Parking" area on Exhibit "B" to this Agreement (the "Employee Parking Area") and to install chain-link fencing around the entire portion of the Property to be utilized by Licensee, all as identified as the "Construction Fence" on Exhibit "B" to this Agreement and to install a gate in each of the areas labeled for a "Rolling Gate" on Exhibit "B" to this Agreement.

2.3 Access License. Licensors hereby grants, conveys and transfers to Licensee a nonexclusive right and license of vehicular and pedestrian ingress, egress and access to, from and through the Property as may be reasonable in Licensors sole discretion in furtherance of the licenses described in this Article 2 (the "Access License").

2.4 Use of License. Licensors acknowledges and agrees that Licensee shall have the right to assign; in whole or in part, its rights hereunder to the general contractor engaged to construct the park pavilion located at 8395 NW 53rd Street in Doral, FL (Doral City Park); provided, however, that (i) such assignment shall be in writing, (ii) the assignee shall agree to be bound by this License Agreement and (iii) Licensee shall not be released of any of its obligations hereunder.

2.5 License Fee. Licensee shall pay to Licensors as a fee ("License Fee"), the monthly sum of \$1.00, in advance on the first day of each calendar month commencing during the Term, without any set-offs or deductions whatsoever, except that Licensee shall pay the License Fee for the first month upon the execution hereof. If the License shall commence or terminate on other than the first or last day, respectively, of a calendar month, the License Fee, for such month shall be prorated.

2.6 If needed, the Licensee, shall restore the site to its original state at no additional cost.

3. TERMS OF THE GRANT.

3.1. Definitions. The Trailer/Storage Compound Area and the Employee Parking Area are hereinafter sometimes collectively referred to as the "License Areas". The Trailer/Storage License, the Parking License and the Access License are hereinafter sometimes collectively referred to as the "Licenses".

3.2. Scope. The License and the rights granted herein to the License Areas are nonexclusive and shall affect and be limited to the License Areas delineated herein for the purposes set forth. The Licenses granted under this License Agreement shall terminate on the Termination Date defined in Section 10 below. Nothing contained herein shall be deemed to have created or shall hereafter be used to aver that there has been created, by virtue of the provisions hereof or use through the passage of time, title or an estate in any of the lands of Licensors in Licensee or to any of the License Areas or the improvements constructed thereon.

4. MAINTENANCE, REPAIRS AND ALTERATIONS. Licensee, at Licensee's expense, shall keep in good order, condition and repair the Licensed Areas and the improvements made to the Licensed Areas. Except as set forth in this Agreement, Licensee shall not make any

alterations or improvements on the Property without the prior written consent of Licensor, which consent may be withheld in Licensor's reasonable discretion.

5. DUE DILIGENCE AND DISTURBANCE.

5.1. Reasonable use; Licensee's Obligations. All of the undertakings contemplated herein shall be: (i) subject to Licensee obtaining the prior approval of Licensor on all plans for the construction trailer, storage and parking improvements in the License Areas, such approvals to be within the reasonable discretion of Licensor; (ii) subject to Licensee obtaining all permits, approvals, rules, regulations and ordinances required by law; (iii) performed in conformance with the requirements of law (including, without limitation, all applicable environmental regulations) and with reasonable care and in a workmanlike manner; (iv) performed in a manner so as to minimize any unreasonable impact on Licensor's business activities so as not to unnecessarily or unreasonably interfere with the rights of Licensor or its tenant(s); and (v) completed in a commercially reasonable amount of time. Licensee agrees and acknowledges that it is responsible for compliance with the permits obtained in connection with this License Agreement, whether or not signed by Licensor, including the DERM permits.

5.2. Notice. Except in cases of emergency, to respond to a circumstance affecting the public health and safety (in which case notice shall be effected as soon as is practical), Licensee shall provide Licensor with two (2) days' prior written notice before entering upon the Property.

6. INSURANCE.

6.1 Licensee's Insurance. Licensee shall keep in force during the term hereof, and shall cause all consultants, contractors, and subcontractors retained by Licensee in connection with the work to be performed hereunder, to maintain during the performance of their work, at no expense to Licensor, commercial liability insurance, including public liability and property damage insurance, in the amount of at least \$2,000,000, combined single limit for personal injuries or death of persons or property damage occurring in or about the Property. Such insurance shall: (a) name the Licensor as an additional insured; (b) specifically cover the liability assumed by Licensee under this Agreement; (c) be issued by an insurance company reasonably acceptable to Licensor; (d) be primary and noncontributing with any insurance which may be carried by Licensor; and (e) provide that said insurance shall not be canceled or modified without thirty (30) days prior written notice to Licensor. Licensee shall deliver said policy or policies or certificates thereof to Licensor prior to commencing any work pursuant to this Agreement, and renewals thereof at least thirty (30) days before the expiration date thereof. Licensee's compliance with the provisions of this paragraph shall not limit Licensee's under any of the provisions of this Agreement.

7. LIENS. Licensee shall keep the Property free and clear of all mechanics', materialmen's and other liens arising out of any of the work to be performed under this License Agreement.

8. REMOVAL OF EQUIPMENT AND RESTORATION OF PROPERTY. At all times, Licensee shall have present on the Property only such equipment, materials and personnel reasonably necessary for conducting the work. At such time as the work or any portion

thereof is completed, Licensee shall remove any and all equipment and materials used by Licensee and/or its consultants, contractors and subcontractors in conducting the work. Upon the Termination Date, Licensee shall, at its sole cost and expense, promptly restore the Property to its condition immediately prior to the effective date of this License Agreement.

9. INDEMNIFICATION.

9.1 Indemnity. To the greatest extent permitted by law, Licensee shall protect, defend, indemnify and hold harmless Licensor and its trustees, officers, tenants, agents, contractors and employees and the Property (any of the foregoing shall be known individually as "Indemnitee" and collectively as "Indemnites"), and each of them, jointly and severally, against and from the following: (a) Any and all claims, demands, causes of action, damages, costs, expenses, losses and liabilities, at law or in equity, of every kind or nature whatsoever, including, but not limited to, injury to or death of any person or persons and damage to or destruction of any property, threatened, brought or instituted, arising out of or in any manner directly or indirectly connected with the entry upon the Property and caused by Licensee or any of its agents, including without limitation: (i) any damage to the Property and any liability to any third party, including without limitation, tenants at the Property, incurred by reason of any acts of omission or commission or any negligent or tortious acts by Licensee or any agent or other person acting on behalf of Licensee; (ii) any liens, claims, demands, actions or suits arising directly or indirectly from (A) any work performed or materials supplied to or for Licensee or (B) any activities of any of Licensee's agents on or relating to the Property (including without limitation any claims by any of such agents); (iii) any Hazardous Materials (as herein below defined) released by Licensee onto the Property or any adjacent or nearby property, or into the environment; and (iv) any loss arising out of a breach of this Agreement by Licensee or its officers, directors or employees. (b) Any and all penalties threatened, sought or imposed on account of the violation of any laws, statutes, regulations or ordinances pertaining to (i) Hazardous Materials released onto the Property or any adjacent or nearby property, or into the environment by, or as a result of the acts or omissions of Licensee, its employees, agents or consultants, (ii) Licensee's obligations under this Agreement, or (iii) any work performed by or for Licensee under this Agreement. (c) Any and all Losses arising out of or in connection with the entry or activities of Licensee, its agents, employees, or contractors on the Property.

9.2 Defense of Claims. Licensee shall, at Licensee's sole cost, expense and risk: (a) defend all suits, actions or other legal or administrative proceedings that may be threatened, brought or instituted against an Indemnitee or Indemnites, as the case may be, or on account of any matter or matters arising under this License Agreement for which such Indemnities may be entitled to indemnification hereunder; and (b) reimburse Indemnitee or Indemnites, or any of 4 them, for any and all expenses including, but not limited to, all reasonable legal expenses, arising out of, or attributable to or in connection with enforcing the indemnity granted in this License Agreement. The law firm selected by Licensee to perform the functions described herein shall be subject to the reasonable approval of the Indemnitee or Indemnites asserting a claim hereunder.

10. TERM. This License and this License Agreement shall be revocable in whole or in part by Licensor immediately upon notice from Licensor to Licensee that Licensee has failed to comply with any provision of this License Agreement, provided however Licensee shall have a

period of 30 days following the date of such notice in which to complete the appropriate cure of such default; provided, however, that (i) if such cure cannot reasonably be accomplished within a 30-day period, (ii) Licensee has commenced performance of the cure during such 30- day period, and (iii) Licensee is diligently prosecuting such cure, then Licensee shall have an additional reasonable period of time to complete such cure. The revocation of this License and this License Agreement shall in no way prejudice any of the rights and remedies available to Licensor at law or in equity, and all of the obligations and responsibilities of Licensee under this License Agreement shall survive such termination. The term of this License shall commence on the Effective Date hereof and shall terminate on the first to occur of (a) the date construction of the Downtown Doral Park Pavilion is completed or (b) such earlier date as this License Agreement is terminated by Licensor as herein provided (such date being the "Termination Date"). Any indemnification or other obligations accruing under this Agreement shall survive the expiration, revocation or other termination of this License and this License Agreement. Within thirty (30) days of the Termination Date, at the option of Licensor, Licensee shall remove the trailer, remove the fencing and rolling gates, remove the paving and replace with grass, repair any damage to the Property resulting from Licensee's use of the Property, and remove the trees placed upon the Property and replace the type of trees removed from the Property so that the Property shall be in substantially the same condition that it existed as of the date hereof.

11. **COSTS.** All costs associated with the exercise of this License and the work to be done hereunder shall be at Licensee's sole cost and expense.

12. **GOVERNING PROVISIONS AND RESOLUTION OF DISPUTES.**

12.1. *Notices.* Any notice or transmittal of any document required, permitted or appropriate hereunder and/or any transmittal between the Parties relating to this License Agreement ("Notices") shall be written and shall be served upon the respective Party by certified mail, return receipt requested, by facsimile, or recognized overnight or personal carrier such as, for example, Federal Express, with certified proof of receipt. All Notices shall be deemed received upon the date of delivery set forth in such certified proof and all times for performance based upon notice shall be from the date set forth therein. Delivery shall be effected to the Parties at their addresses set forth in the heading hereof, subject to change as to the person(s) to be notified and/or their respective addresses upon ten (10) days notice as provided herein. Copies of all notices to Licensor shall be sent to _____, City of Doral, 8401 NW 53rd Terrace, Doral, Florida 33166. Copies of all notices to Licensor shall be sent to: _____, _____, a _____ corporation having an address _____.

12.2. *Entire Agreement.* This License Agreement represents the entire agreement and understanding between the Parties hereto. The exhibits attached hereto and the recitals set forth above are incorporated herein and form a part of this License Agreement as if set forth at length herein.

12.3. *Modification of Agreement; Invalidity.* This License Agreement may not be amended, altered, modified, discharged or terminated orally, but only by written agreement

executed by the Parties hereto. The invalidity of any clause contained herein shall not render automatically invalid any other provision, and the balance of this License Agreement which is not held invalid shall be binding upon the Parties.

12.4. *Governing Law; Venue.* This License Agreement shall be governed by and be construed in accordance with the laws of the State of Florida applicable to agreements made and to be performed within the state of Florida without giving effect to principles relating to the conflict of laws. The Parties consent to the jurisdiction of the courts of the state of Florida, with venue in the County of Miami-Dade, for the resolution of any dispute, which may arise hereunder and expressly waive whatever right they may have to object of said jurisdiction and/or venue. The Parties expressly waive trial by jury in any litigation arising out of, connected with or relating to this License Agreement or the relationship created hereby.

12.5. *Further Assurances and Confirmations.* The Parties agree to provide such further assurances and confirmations as are necessary to carry out the terms of this License Agreement.

12.6. *Construction.* The titles and headings to the articles, sections and subsections (hereinafter referred to as "Articles") contained in this License Agreement are for reference only for the convenience of the Parties and neither broaden nor confine the scope, content or intent of the Articles. They shall not be deemed to alter or supersede the contents of the Articles themselves. Unless the text requires the contrary and as the text may require, all references to the neuter gender shall be deemed to include the masculine and feminine genders, and all references to the singular shall be deemed to include the plural as the text may require or suggest. This License Agreement shall not be construed in conjunction or integration with any other agreement (except the exhibits attached hereto which shall be deemed a part hereof as if set forth 6 at length herein) including, without limitation, any prior drafts of this License Agreement unless expressly so stated within this License Agreement.

12.7. *Effect of Agreement.* This License Agreement shall be binding upon an inure to the benefit of the Parties hereto, their heirs, executors, administrators, successors, personal and legal representatives and permitted assigns.

12.8. *Effect of Counterparts.* This License Agreement may be executed simultaneously in one or more counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes.

12.9. *Relationship of Parties.* Nothing contained in this License Agreement shall be construed as making either Party the partner, agent or joint venturer of the other.


12.10. *Preparation of License Agreement.* The Parties acknowledge that this License Agreement was prepared jointly and that each Party had the advice and counsel of an attorney or attorneys of its choice for purposes of the negotiation and preparation thereof, and, therefore, this License Agreement shall be construed on a parity basis as between the Parties without reference to any previous drafts of this License Agreement and without reference to and regardless of whether either Party or their counsel took primary responsibility for drafting any specific Section

or part thereof or the License Agreement as a whole which undertaking shall be deemed to have been done merely for the convenience of both Parties.

IN WITNESS WHEREOF, the Parties have caused this License Agreement to be executed by their duly authorized partners on the day and year first above written.

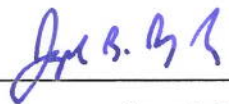
LICENSOR:

CITY OF DORAL, FLORIDA


By: 
Name: S. Mark Taxis
Title: Asst. City Manager

LICENSEE:

CM DORAL IDF COMPANY, LLC

By: 
Name: Joseph B. Dobronyi, Jr.
Title: Vice President

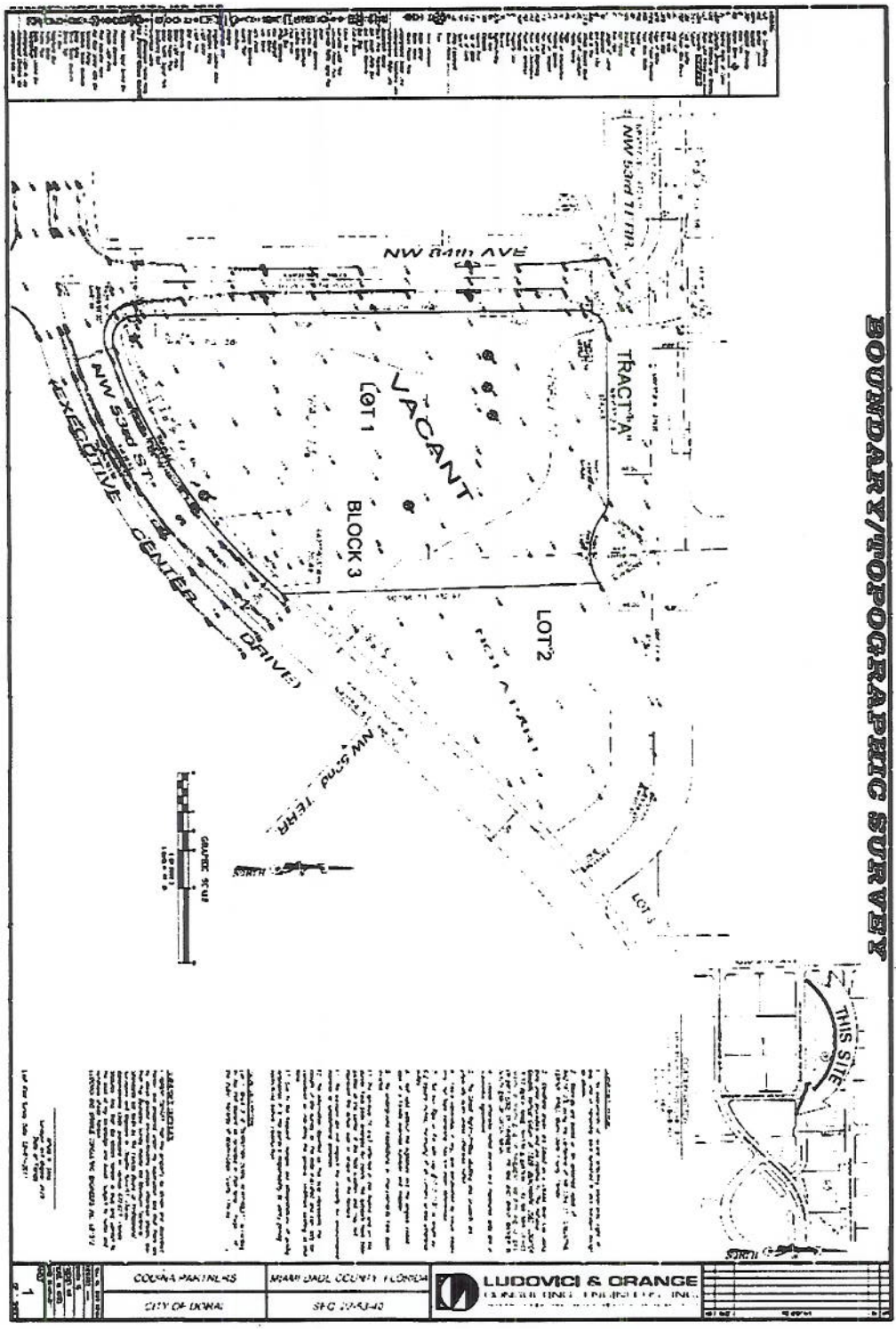
Approved as to form and legal sufficiency
for the sole use of the City of Doral.


City Attorney

Jose M. Jimenez
Print Name

Exhibit "A"
Property Description

LEGAL DESCRIPTION



**EXHIBIT B
CONSTRUCTION SITE PLAN**

