

## LICENSE AGREEMENT

**THIS AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 1999, between the City of Gainesville, a municipal corporation of the State of Florida, (CITY), and AMJ Inc., of Gainesville, (LICENSEE).

### **WITNESSETH:**

**WHEREAS**, the Licensee desires to obtain a license from the City for the purpose of providing certain limited vehicular parking on the northeast corner of the City Hall property for the residential redevelopment project (Project) and the Commerce Building office redevelopment project (Commerce Building) located just to the east of City Hall.

**NOW THEREFORE**, in consideration of the premises and the mutual covenants and conditions herein contained, it is agreed by the parties hereto as follows:

1. The City hereby grants to the Licensee and the Licensee hereby accepts from the City a license to use the 56 parking spaces located at the northeast corner of City Hall property (and more fully described in Exhibit "A" and hereinafter referred to as the Property) for the purpose of vehicular parking from 7 A.M. to 6 P.M. Monday through Friday of each week, except National holidays, for a period beginning on Thursday, June 1, 2000 at 7 A.M. and ending on Friday, May 30, 2025 at 6 P.M. At all other times the spaces will become open to the public, including but not limited to residents and tenants of the Project and the Commerce Building office.
2. The Licensee agrees to pay the City as compensation for this license the sum of One (\$1.00) Dollar per year. The City hereby acknowledges receipt of twenty-five dollars (\$25.00) representing the total compensation due under this License Agreement. The Licensee further agrees to pay any taxes levied on the Property because of the use established under this License Agreement.
3. The Licensee agrees that it will use the said Property only for the purpose of vehicular parking relating to the residential and commercial uses for the Project and the Commerce Building. If unused, the Licensee agrees that the parking will revert to the CITY until needed by the Licensee. The Licensee further agrees that it will not suffer or permit the premises or any part thereof to be used for any other purpose. [this section will be revised to better specify reversion conditions]
4. It is agreed that Licensee shall make no alterations or additions to the Property. It is expressly agreed that all appurtenances presently or hereafter located in and upon the Property whether affixed thereto or not, are and shall remain the property of the City.
5. The Licensee shall at all times keep the Property free of trash and debris. Licensee agrees, if notified by the City Manager or designee that any part of the Property is unsatisfactory in appearance, to remedy the condition within 24 hours. The CITY will continue to maintain the landscaping and parking lot.
6. The Licensee agrees not to use, nor suffer or permit any person to use in any manner whatsoever, the Property or any part thereof for any illegal purpose, or for any purpose in violation of any federal, state or municipal law, ordinance, rule or regulation of the City now in effect or hereafter enacted or adopted. Licensee

will protect, indemnify and forever save and keep harmless the City, its employees, elected and appointed officers, and agents, from and against any damage, penalty, fine, judgement, expense or charge suffered, imposed, assessed or incurred for any violation or breach of law, ordinance, rule or regulation occasioned by any act, neglect or omission of the Licensee, or any employee or agent of Licensee.

7. It is expressly understood and agreed that no real or personal property is leased to the licensee; that it is a Licensee not a lessee; that the Licensee's right to occupy the Property and to operate the license hereby granted shall continue only so long as the Licensee shall comply strictly and promptly with each and all of the undertakings, provisions, covenants, agreements, stipulations and conditions contained herein. The City retains the development rights over and under the Property in order to build a structure above or below the parking spaces, as well as the right to build a parking garage on the Property; however the City agrees to assign at least as many parking spaces on the Property or within the structure or building once construction is complete, and at least as many temporary parking spaces within a 3 block radius of the Property while construction is ongoing. If the City determines that all or part of the Property is needed for a purpose other than a parking garage or structure above or below the parking spaces, approval by Licensee or a simple majority (51 percent) of the members of each of its assignee condominium associations is required to release the space to the City.
8. The Licensee shall procure at its own cost and expense and keep in full force and effect such liability insurance as will protect the Licensee, the City, and their offices and employees from any claims for damages to property and for personal injuries, including death, which may arise on said property. The following minimum limits of liability shall apply:  
  
\$500,000 per occurrence – bodily injury  
  
The insurance policy shall contain a 30 day cancellation clause. A Certificate of insurance in the above minimum amounts and coverages shall be furnished the City, naming the City of Gainesville as an additional insured as respects this agreement.
9. As to the City, the Licensee assumes all risks in the operation of this license and shall be solely responsible and answerable in damages for all accidents or injuries to person or property and hereby covenants and agrees to indemnify and keep harmless the City and its elected or appointed officers and employees from any and all claims, suits, losses, damage or injury to person or property of whatsoever kind and nature, whether direct or indirect, arising out of the operation of this license or the carelessness, negligence or improper conduct of the Licensee or any agent or employee. This indemnification shall not be limited to the insurance coverage herein provided for.
10. The Licensee is permitted to assign the License to the Project and/or Commerce Building condominium associations with prior written notification to the City. The Licensee is also permitted to assign its rights under this License Agreement to a lender or lenders providing financing to the project. If the Licensee shall, without the previous written consent specified in this section, assign, transfer, convey or otherwise dispose of the same to any other person or corporation, the City

reserves the right to declare this license terminated without previous notice to the Licensee.

- 11. Failure of the Licensee to strictly comply with its obligations under this license agreement except those in paragraph 10 shall constitute default. In the event of default, the City shall provide notice to Licensee of the default and allow the Licensee 30 days to cure the default. Failure of the Licensee to cure the default, or to begin a diligent effort to cure in the event the default cannot be reasonably cured within 30 days, shall be cause for immediate termination of this agreement without further notice to the Licensee.
- 12. Any notice required under the terms of this License Agreement must be in writing and must be sent by certified mail to the address of the party to whom the notice is to be given. Addresses of the parties are as follows:

City: City Manager  
 City of Gainesville  
 P O Box 490, MS 32  
 Gainesville FL 32602

Licensee: AMJ Inc. of Gainesville  
 502 NW 16<sup>th</sup> Avenue  
 Gainesville, FL 32601

Copy: City Attorney  
 City of Gainesville  
 P O Box 1110  
 Gainesville, FL 32602

Copy: Ronald A. Carpenter  
 5608 NW 43<sup>rd</sup> Street  
 Gainesville, FL 32653

**IN WITNESS WHEREOF**, the parties to this License Agreement have set their hands and seals on the day and year first above written.

WITNESSES:

\_\_\_\_\_  
 \_\_\_\_\_

WITNESSES:

\_\_\_\_\_  
 \_\_\_\_\_

LICENSEE

\_\_\_\_\_  
 Licensee

CITY OF GAINESVILLE, FLORIDA

BY: \_\_\_\_\_  
 City Manager

Approved as to Form and Legality

BY: \_\_\_\_\_  
 City Attorney

**DRAFT Property Description**

**City Hall Parking Lots  
Subject of License Agreement**

Commencing at the northeast corner of tax parcel number 14664 as the point of beginning, thence west along the north property line of said tax parcel a distance of approximately 160 feet, thence south approximately 60 feet, thence east approximately 35 feet, thence south approximately 130 feet, thence east approximately 125 feet to the east property line of said tax parcel, thence north approximately 190 feet to the point of beginning.