

LICENSE AGREEMENT

THIS AGREEMENT made this 1th day of August, 2018, between the City of Gainesville, a municipal corporation of the State of Florida, (“CITY”), and LM Gainesville, LLC, a Delaware limited liability company, (“LICENSEE”).

WITNESSETH:

WHEREAS, the City owns sidewalks and other improvements identified and described in Exhibit “A” attached hereto and made a part hereof (the “Property” or the “Premises”),

WHEREAS, the Licensee owns property, adjacent to the Premises identified as Alachua County Tax Parcel Numbers 1498-001-000, 1498-002-000, and 1498-003-000, currently being developed as the Standard, and

WHEREAS, the Licensee desires to obtain from the City a license to use the City owned property for the purpose of maintenance, landscape amenities and enhancements and on-going landscape maintenance:

NOW THEREFORE, in consideration of the promises 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 City owned Property for the purpose of maintaining the improvements shown in the areas depicted in Exhibit “A” attached hereto and made part hereof.
2. The term of this license is ten (10) years, commencing on the day and year first above written, and shall be automatically renewed for successive terms of four (4) years unless either the City or the Licensee shall have given the other a Notice of Non-Renewal at least thirty (30) days prior to the expiration of the current term of this License Agreement.
3. This Licensee agrees to pay the City as compensation for this license the sum of one (\$1.00) Dollar, receipt of which is hereby acknowledged.
4. Upon renewal of the license, the Licensee shall pay to the City a fee of one (\$1.00) Dollar for each renewal period.
5. This license may be terminated by the City at any time, with or without cause, upon written notice to the Licensee by certified mail.
6. The Licensee agrees that the Property will remain open to the public for use, as a sidewalk, and that the rights granted to Licensee under this agreement are for the sole purpose of allowing the Licensee to maintain the improvements. The Licensee must obtain written from the City for any proposed improvements or work, other than outlined in Exhibit “A”, prior to the Licensee undertaking same. The Licensee further

agrees that it will not suffer or permit the premises or any part thereof to be used for any other purpose without the express written consent of the City.

7. It is agreed that Licensee shall make no alterations or additions to the licensed premises without the prior written consent of the City. It is expressly agreed that all appurtenances presently or hereafter located in and upon said property whether affixed thereto or not, are and shall remain the property of the City. The Licensee shall not cause or permit any construction liens to accrue, be filed against or attach to the Property.
8. The Licensee shall at all times keep the Sidewalk in a clean, orderly and presentable condition. The Licensee agrees, if notified by the City Manager or designee that any part of the premises is unsatisfactory in appearance, to remedy the condition at once at the Licensee's expense.
9. The Licensee agrees not to use, nor suffer or permit any of its residents, guests, employees, business invitees or contractors to use in any manner whatsoever, the said premises 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. The Licensee will protect, indemnify and forever save and keep harmless the City, its employees, officers, and agents, from and against any damage, penalty, fine, judgment, 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 the Licensee. In the event of any violation, or in case the City Manager or designee shall deem any conduct on the licensed premises on the part of the Licensee, or of any employee, or agent of the Licensee to be objectionable or improper, the City Manager shall have the right and power and is hereby authorized by the Licensee, to at once declare this license terminated in accordance with Section 5 above.
10. 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 provided in this license and the Licensee complying strictly and promptly with each and all of the undertakings, provisions, covenants, agreements, stipulations and conditions contained herein.
11. The Licensee shall procure at its own cost and expense such liability insurance as will protect the Licensee, the City, and the City's officers and employees from any claims for damages to the property and for personal injuries, including death, which may arise resulting from any act or omission of the Licensee or any employee or agent of the Licensee, on said property. The following minimum limits of liability shall apply:

\$500,000.00 per occurrence – bodily injury

The insurance policy shall contain a thirty (30) day cancellation clause with a ten (10) day cancellation clause for non-payment of premium. 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.

12. 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 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 carelessness, negligence or improper conduct of the Licensee or any agent or employee of the Licensee. This indemnification shall not be limited to the insurance coverage herein provided for. This indemnification shall survive the expiration or termination of this license.
13. The Licensee is not permitted to assign, transfer, convey or otherwise dispose of this license to any other person, legal entity or corporation without the prior written consent of the City. If the Licensee shall, without the prior written consent specified in this section, assign, transfer, convey or otherwise dispose of the same to any other person, legal entity or corporation, the City reserves the right to declare this license terminated without prior notice to the Licensee.
14. The Licensee shall indemnify, defend, and hold harmless the City and its officers, agents and employees from and against, including but not limited to, any and all liability, claims, suits, losses, demands, fines, fees, penalties, proceedings, actions and causes of action, including reasonable attorney's fees for trial and on appeal, of any kind and nature arising from or in any way related to the actual or threatened damage to the environment, agency cost investigation, personal injury or death, or damage to property, due to a release or alleged release of hazardous materials by the Licensee or its respective employees, agents, invitees and assigns on or under the Property or in the surface or ground water located on or under the Property, or gaseous emissions from the Property or any other condition existing on the Property resulting from hazardous materials released or alleged released by the Licensee or its respective employees, agents, invitees and assigns, whether such claims prove to be true or false. Licensee further expressly agrees that its indemnity obligations shall include, but are not limited to, the cost of any required or necessary inspection, audit, cleanup, or detoxification and the preparation of any enclosure, remediation or other required plans, consent order, license application, or the like. This indemnity shall survive the termination or expiration of this Agreement.
15. The Licensee and the City agree that nothing in this license shall be interpreted as a waiver of the City's sovereign immunity under Section 768.28 Florida Statutes.
16. Failure to perform any responsibility under this license shall place the non-performing party in default. Upon written notice by the non-defaulting party, the party in default

shall have ten days to correct the default. If the default is not corrected, this license may be terminated at the option of the non-defaulting party.

17. 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
Gainesville, Florida 32602

LICENSEE:

LM Gainesville, LLC
455 Epps Bridge Parkway
Building 100, Suite 201
Athens, Georgia 30606

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

WITNESSES:

CITY OF GAINESVILLE, FLORIDA

Print Name: _____


By: _____
Russ Blackburn, City Manager

Print Name: _____

WITNESSES:

LM GAINESVILLE, LLC


Print Name: Amanda Henningsen

By: 
Print: J. Wesley Rogers


Print Name: Hilary Hall

Title: Authorized Signatory

