

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is hereby made and entered into this _____ day of _____, 2016, by and between Ortiz Majorca Partners, LLC, a Florida Limited Liability Company having an address at 2828 Routh Street Suite 500 Dallas, TX 75201 (hereinafter referred to as the "LICENSOR") and the City of North Port, a Florida municipal corporation, having an address at 4970 City Hall Boulevard, North Port, FL 34286 (hereinafter referred to as the "CITY").

WITNESSETH;

WHEREAS, LICENSOR is the fee simple owner of certain real property located in Sarasota County, Florida, as more particularly identified in Exhibit "A", attached hereto and by reference made a part hereof; and

WHEREAS, CITY desires to use LICENSOR's property for the purpose of maintaining the Warm Mineral Springs Sign located on the property; and

WHEREAS, the CITY will pay LICENSOR Two Thousand Five Hundred Dollars (\$2,500.00) per year for the use of LICENSOR's property (Each payment will be in the amount of \$1,250. First payment is due on March 1, 2016, and then again on September 1, 2016); and

WHEREAS, LICENSOR desires to grant to CITY a license for the aforementioned purpose.

NOW, THEREFORE, for and in consideration of Two Thousand Five Hundred Dollars (\$2,500.00) per year, the terms, conditions and mutual covenants contained herein and other good and valuable consideration received by each party, the sufficiency of which are hereby acknowledged, LICENSOR and CITY, hereby agree as follows:

1. LICENSOR hereby grants CITY, its agents, servants and assigns the right, privilege and license to use the property described in Exhibit "A" (License Area) to locate, construct, install, operate, inspect, alter, improve, maintain, repair, move and rebuild the Warm Mineral Springs sign on, upon and across said License Area; and attain ingress and egress to and upon said License Area for the purpose of exercising the rights, privileges and license granted herein.
2. This License is granted for a primary term of one (1) year from the date first written above and shall continue in full force and effect thereafter until terminated by LICENSOR or CITY on thirty (30) days written notice.

3. LICENSOR retains the right to use the License Area in any manner not inconsistent with the rights herein granted to CITY provided, however, that the LICENSOR shall not disturb the Warm Mineral Sign in any way without prior approval by the CITY.
4. The CITY expressly acknowledges and accepts its responsibility under applicable law (Section 768.28, Florida Statutes) for loss, damage, or injury to persons or property, arising out of or resulting from maintaining the Warm Mineral Springs sign, or authorized use of the License Area, unless, however, such claim or demand shall arise out of or result from the negligence or willful misconduct of LICENSOR, its servants, agents, employees, or assigns.
5. CITY agrees that any and all work performed on the Premises and in association with the purposes of this License shall be done in a good, safe, workmanlike manner and in accordance with applicable federal, state, and local statutes, rules, regulations and ordinances.
6. Upon termination of this License Agreement, CITY shall, within a reasonable time and at CITY's sole cost and expense, remove all equipment, accessories, and materials owned by CITY DEPARTMENT including the Warm Mineral Springs Sign from the License Area and restore said License Area as nearly as practicable to its condition prior to the granting of the License.
7. CITY shall not allow the general public to access, use or enter upon the License Area.
8. Nothing herein shall be construed to be an admission of liability by either party for any purposes.

IN WITNESS WHEREOF, the undersigned parties have executed this License Agreement on the day and year first above written.

LICENSOR:

Ortiz Majorca Partners, LLC: Lessor

By: _____
Robert Grammen, Manager

Date

Attest: _____

CITY

City of North PortCity of Northport

By: _____
Jonathan R. Lewis, City Manager

Date

ATTEST:

Helen Raimbeau, City Clerk

Approved as to form and correctness:

Mark Moriarty, City Attorney