

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made and entered into this ____ day of _____, 2009, by and between the DCM GROUP PARTNERSHIP, a Florida general partnership, hereinafter referred to as LICENSOR, and BROWARD COUNTY, a political subdivision of the state of Florida, acting by and through its Board of County Commissioners, hereinafter referred to as the "LICENSEE."

W I T N E S S E T H:

IN CONSIDERATION of the mutual terms, conditions, promises and covenants hereinafter contained, it is hereby agreed by and between the parties hereto as follows:

1. DESCRIPTION OF PREMISES:

LICENSOR hereby grants to LICENSEE the right, license and privilege of using LICENSOR's paved vehicle parking lot located on the northeast corner of the intersection of S.W. First Avenue and S.W. Fifth Street in the City of Fort Lauderdale, Florida, and more particularly described on Exhibit "A," attached hereto and made a part hereof ("Premises").

2. TERM:

The term of this License Agreement shall commence on the date it is fully executed by both parties ("Term Commencement Date"), and shall terminate five (5) years from such date ("Initial Term"). This License Agreement may be renewable upon the same terms and conditions as set forth in this Agreement for two (2) successive periods of two (2) years ("Renewal Term(s)") each upon thirty (30) days written notice from County Administrator, or his/her designee, on behalf of LICENSEE, to LICENSOR; provided, however, the parties may terminate this License Agreement as provided for under Section 11, titled TERMINATION.

3. COMPENSATION:

LICENSEE agrees to pay to LICENSOR, as compensation for the privileges granted herein, a monthly rent of SIX THOUSAND and NO/100 DOLLARS (\$6,000.00), payable in advance. The first payment of rent shall be due sixty (60) days from the Term Commencement Date or on the date the City of Fort Lauderdale closes out any and all outstanding permits issued for the improvements listed on Exhibit "B," which is attached hereto and made a part hereof, whichever is earlier, so as to establish a Rent Commencement Date. Each subsequent payment of rent shall be payable upon the monthly anniversary of the Rent Commencement Date. In the event of an early termination, rent shall be prorated for that month based on the number of days of occupancy as it

relates to the total number of days in that month of occupancy. LICENSEE shall pay all applicable sales and use taxes levied or assessed under this License Agreement, if any, and all such payments shall be payable to LICENSOR as rent.

4. USE OF PREMISES:

LICENSEE may use and occupy the licensed premises only for the purpose of parking vehicles of LICENSEE, its employees, visitors and invitees as delineated in the drawing attached hereto and made a part hereof as Exhibit "A", and for ingress and egress. Use and occupancy of the licensed premises shall be restricted to the hours of 7:00 A.M. to 7:00 P.M., Mondays through Fridays. The premises shall not be used for any other purpose, or at any time other than stated above without written consent of LICENSOR. LICENSEE covenants that no nuisance or hazardous trade or occupation shall be permitted or carried on, in or upon said premises, no act shall be permitted, and nothing shall be kept in or about said premises which will increase the risk of any hazard, fire or catastrophe other than would normally occur with vehicle parking, and no waste shall be permitted or committed upon or any damage done to said premises. LICENSEE shall not permit the licensed property to be used or occupied in any manner which will violate any laws or regulations of any governmental authority.

5. ALTERATIONS AND IMPROVEMENTS TO LICENSED PREMISES:

LICENSEE may not make any alteration or improvement to the licensed premises or any part thereof without obtaining prior written consent of LICENSOR, such consent shall not be unreasonably withheld or delayed. All requests by LICENSEE shall be in writing and shall contain all pertinent plans and specifications. All alterations or improvements shall remain the exclusive property of LICENSOR, or shall, at LICENSOR'S option, be removed by LICENSEE at the expiration or earlier termination of this License Agreement. All such alterations or improvements shall be made at the sole cost and expense of LICENSEE.

Notwithstanding anything herein to the contrary, LICENSOR hereby consents to the improvements listed in Exhibit "B," attached hereto and made a part hereof. Said improvements shall be made at the sole cost and expense of LICENSEE. LICENSOR further hereby consents to LICENSEE, its officers, agents, servants, and employees to enter the Premises prior to the Term Commencement Date for the purposes of making the improvements listed on Exhibit "B."

6. ASSIGNMENT OR SUBLETTING:

LICENSEE shall have no authority to assign all or any portion of the premises during any term of this License Agreement. Should LICENSEE attempt to assign

this license, then the license shall be terminated forthwith, automatically, by operation of this clause, without prior notice to LICENSEE.

7. DAMAGE TO PREMISES:

LICENSEE agrees that all personal property placed upon the premises shall remain the property of LICENSEE, its employees, visitors and invitees as the case may be, and shall be placed upon the property at the risk of each such party. LICENSEE shall give to LICENSOR, prompt written notice by certified mail of any occurrence, incident or accident occurring on the premises. In the event any damages should occur to the licensed premises, as a result of the use and occupancy of the licensed premises hereunder by LICENSEE, LICENSEE shall promptly notify LICENSOR.

8. INSPECTIONS:

LICENSOR, its authorized employees and agents may enter upon said premises at all reasonable times and hours to examine same to determine if LICENSEE is properly maintaining the premises according to this License Agreement.

9. INDEMNIFICATION:

LICENSEE is a political subdivision of the State of Florida, and it agrees to be fully responsible for acts and omissions of its agents, employees, visitors, and invitees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.

10. INSURANCE:

LICENSEE is a political subdivision of the state of Florida, subject to Section 768.28, Florida Statutes, and LICENSEE shall furnish LICENSOR with written verification of liability protection in accordance with state law prior to final execution of said agreement.

11. TERMINATION:

This License Agreement is merely a right to use, and grants no estate in the premises. This License Agreement may be terminated for convenience by LICENSEE acting through its Director of Real Property Section at any time with not less than sixty (60) days written notice. LICENSOR may terminate for convenience with not less than sixty (60) days written notice at any time upon

commencement of the third year of the Initial Term. In the event LICENSOR terminates for convenience during the Initial Term, LICENSOR shall reimburse LICENSEE for its cost of improvements pro rated as set forth in Exhibit "C," attached hereto and made a part hereof. The parties acknowledge and agree that it has received good, valuable and sufficient consideration from the other party, the receipt and adequacy of which are hereby acknowledged, for its right to terminate this License Agreement for convenience.

12. MAINTENANCE AND REPAIR OF LICENSED PREMISES:

LICENSOR shall, at its cost and expense keep the licensed premises clean, safe, sanitary and free from trash and debris during its hours of occupancy, and it shall at its cost and expense repair any damage to the licensed premises that occur as a result of the use and occupancy of the premises by Licensee, its employees, visitors and invitees.

13. UTILITIES AND OTHER SERVICES:

LICENSEE shall make all arrangements for and pay timely all costs of any and all utilities it requires.

14. ATTORNEYS' FEES:

Each party shall bear its own attorney's fees.

15. AMENDMENTS:

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this License Agreement and executed by the LICENSEE and LICENSOR or others delegated authority to or otherwise authorized to execute same on their behalf.

16. SURRENDER UPON TERMINATION:

LICENSEE shall peaceably surrender and deliver the licensed premises to LICENSOR, or its agents, immediately upon expiration or earlier termination of the license term, as provided for in Section 11 hereof.

LICENSEE further agrees that it will leave the licensed premises in the condition existing at the commencement of this License Agreement, all alterations and improvements that LICENSEE is not required to remove hereunder excepted, and normal wear and tear excepted, and subject to the repair and maintenance obligations provided in this License Agreement.

17. WAIVER:

Failure of LICENSOR to insist upon strict performance of any covenant or condition of this License Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right; but the same shall remain in full force and effect. None of the conditions, covenants or provisions of this License Agreement shall be waived or modified except by the parties hereto in writing.

18. NOTICES:

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

Notice to LICENSEE shall be addressed to:

Broward County Board of Commissioners
Government Center
115 S. Andrews Avenue
Fort Lauderdale, FL 33301
Attention: Director, Real Property Section, Room 326

Notice to the LICENSOR shall be addressed to:

DCM Group
124 North Gordon Road
Fort Lauderdale, FL 33301
Attention: Cathy Gross, Manager/Registered Agent

19. ASSIGNMENT AND PERFORMANCE

Neither this License Agreement nor any interest herein shall be assigned, transferred, or encumbered by LICENSEE.

20. CONTINGENCY FEE

LICENSOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for LICENSOR, to solicit

or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for LICENSOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, LICENSEE shall have the right, at its discretion, to terminate this License Agreement without liability, or to deduct from this Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

21. MATERIALITY AND WAIVER OF BREACH

LICENSEE and LICENSOR agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

LICENSEE's failure to enforce any provision of this License Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this License Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this License Agreement.

22. COMPLIANCE WITH LAWS

LICENSOR shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this License Agreement.

23. SEVERANCE

In the event a portion of this License Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless LICENSEE or LICENSOR elects to terminate this License Agreement. An election to terminate this License Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

24. JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this License Agreement and acknowledge that the preparation of this License Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the

other. The language in this License Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

25. PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this License Agreement by reference and a term, statement, requirement, or provision of Sections 1 through 29 of this License Agreement, the term, statement, requirement, or provision contained in Sections 1 through 29 shall prevail and be given effect.

26. JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This License Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this License Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this License Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS LICENSE AGREEMENT, LICENSOR AND LICENSEE HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS LICENSE AGREEMENT.**

27. PRIOR AGREEMENTS

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this License Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

28. THIRD PARTY BENEFICIARIES

Neither LICENSOR nor LICENSEE intends to directly or substantially benefit a third party by this License Agreement. Therefore, the parties agree that there are no third party beneficiaries to this License Agreement and that no third party shall

be entitled to assert a right or claim against either of them based upon this License Agreement.

29. REPRESENTATION OF AUTHORITY

Each individual executing this License Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this License Agreement, duly authorized by all necessary and appropriate action to execute this License Agreement on behalf of such party and does so with full legal authority.

30. MULTIPLE ORIGINALS

Multiple copies of this License Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties hereto have made and executed this License Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the ___ day of _____, 20__ and DCM GROUP, signing by and through _____, duly authorized to execute same.

LICENSEE

ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

County Administrator and Ex-Officio
Clerk of the Board of County
Commissioners of
Broward County, Florida

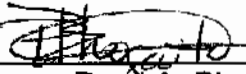
By: _____
_____, Mayor

____ day of _____, 20__.

Approved by Risk Management:

By:  _____

Approved as to form by
Office of County Attorney
Broward County, Florida
JEFFREY J. NEWTON, County Attorney
Governmental Center, Room 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: 954-357-7600
Telecopier: 954-357- 6968

By:  4/16/09
Puro A. Bhogaita
Assistant County Attorney

LICENSE AGREEMENT BETWEEN BROWARD COUNTY AND DCM GROUP

LICENSOR

ATTEST:

DCM GROUP, a Florida General Partnership

By: Cathy Gross
Print Name: CATHY GROSS
Title: MANAGING PARTNER

(SEAL)

this 15 day of April, 2009

OR

WITNESSES

[Signature]
Print Name: Tracey Osby

[Signature]
Print Name: Barbara Matlack

PAB: dmv
03/31/09
dcmgroup-cths parking.license.doc

EXHIBIT "A"

LEGAL DESCRIPTION

MERCURY PLAT 154-40 B PARCEL B

A RESUBDIVISION OF A PORTION OF BLOCKS 40 AND 41,
"TOWN OF FORT LAUDERDALE" (P.B. "B", P. 40, D.C.R.)

Section 10, Township 50 South, Range 42 East, City of Fort Lauderdale, Broward
County, Florida, December, 1991

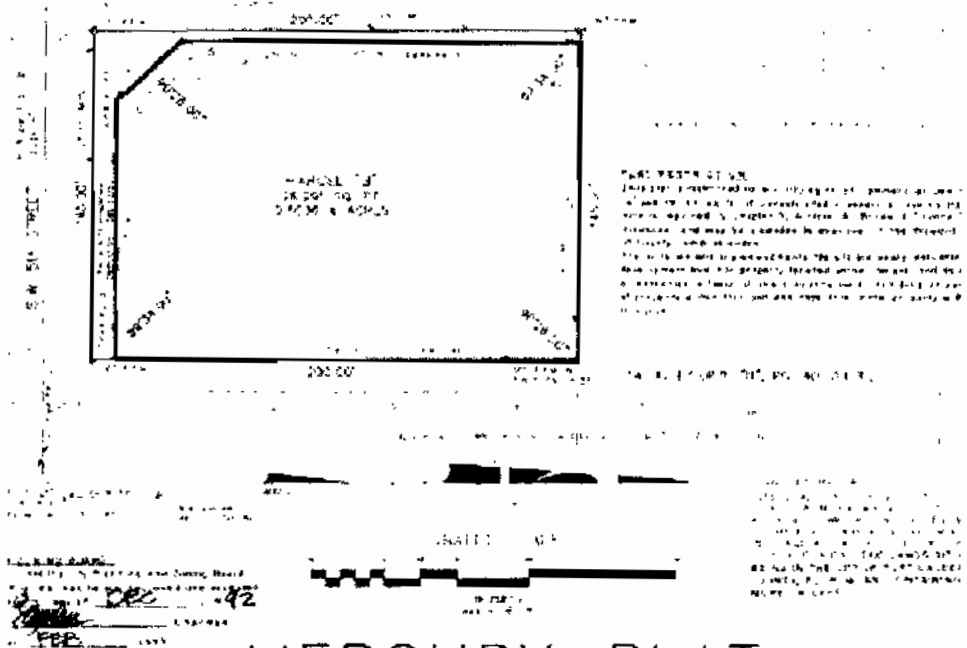


Exhibit "B"

"Licensee's Work Letter"

Paved Parking Lot
500 SW 1st Avenue
Fort Lauderdale, FL 33301

Licensee agrees to upgrade the parking lot in accordance with the project specifications identified in the attached cost estimate submitted by Five Star Sealing & Paving, Inc, dated March 25, 2009. These improvements will be made at the Licensee's expense.

Licensee further agrees to complete ADA non-Compliant Elements as outlined below in paragraph 3 a. – d.:

ITEM - PARKING:

1. Parking lot to be repaired for potholes, cracks, and uneven pavement.
2. Parking lot to be re-striped.
3. Four (4) parking spots to be designated for handicap parking.
 - a.) Minimum of four accessible parking spaces measuring 12 feet wide having an access aisle that measures 5 feet wide. (ADAAG 4.6.1 Minimum Number) It is acceptable for two parking spaces to share one five foot wide access aisle. (ADAAG 4.6.2 Location, Ch. 11-4.6.3 Florida Building Code, Parking Spaces)
 - b.) All accessible parking spaces should be relatively level (1:50 or 2%) in all directions. (ADAAG 4.6.3. Parking Spaces)
 - c.) Each designated accessible space should have a sign with the symbol of accessibility that is visible when a vehicle is parked in the space. (ADAAG 4.6.4 Signage, CH. 11-4.6.4 Florida Building Code, Signage)
 - d.) If there is a curb ramp between the access aisle and the accessible route to the building, it must meet the following requirements; the ramp surface must be at least 36" wide excluding the flared sides and the slope up or down the ramp should be no more than 1:12 (ADAAG 4.7 Curb Ramps)
 - e.) All designated accessible spaces should be located on an accessible route no less than 44 inches wide so that users will not be compelled to walk or wheel behind parked vehicles. (Ch. 11-4.6 Parking and passenger loading zones, Florida Building Code)
4. Additional work as referenced in the attached parking lot improvement cost estimate specifications.

