

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is made to be effective as of the _____ day of _____ 202__ (the "Effective Date"), by and between the **JACKSONVILLE TRANSPORTATION AUTHORITY**, a public corporation and agency of the State of Florida, with an address of 121 West Forsyth Street, Jacksonville Florida 32202 (the "Authority") and the **CITY OF JACKSONVILLE**, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida, having an address of 117 West Duval Street, Suite 480, Jacksonville, Florida 32202 (the "Licensee"). The Authority and the Licensee are sometimes collectively referred to hereinafter as the "Parties".

Recitals:

WHEREAS, Licensee is responsible for the design, permitting, construction, maintenance and all other activities associated with the construction and maintenance of Licensee signage located throughout Duval County, Florida, including new signs to be constructed along Heckscher Drive. In connection therewith, Licensee desires to construct and maintain a wayfinding sign and appurtenant improvements on a portion of the land owned by the Authority at 9618 Heckscher Drive, (identified as real estate parcel 168242-0000 by the Duval County Property Appraiser) as more particularly depicted on **Exhibit A**, attached hereto (the "Licensed Property"). The Authority has determined that the granting of a license for this purpose is in the best interest of the public. The Parties have entered into this Agreement to formalize terms under which Authority will grant Licensee the right and license to use the Licensed Property for such purpose.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensee and Authority hereby agree as follows:

1. **Recitals Incorporated.** The Recitals above are true and correct and by this reference are incorporated herein.

2. **Grant of License.** Subject to the terms and conditions of this Agreement, Authority hereby grants Licensee the revocable, nonexclusive right and license to use the Licensed Property to design, construct, operate, maintain, repair and replace from time to time a wayfinding sign, including appurtenant improvements as more particularly depicted on **Exhibit B**, attached hereto and incorporated herein by this reference (the "Licensee's Improvements"). Licensee shall have the right and license to enter the Licensed Property with its consultants, contractors, subcontractors and their respective employees, licensees and agents (collectively, "Licensee Representatives") to perform work on the Licensee's Improvements from time to time as contemplated herein. Licensee shall use and occupy the Licensed Premises in accordance with the terms and conditions of this Agreement and all applicable laws.

3. **Construction and Maintenance of Licensed Property.** Licensee shall be responsible, at Licensee's sole cost, to obtain all permits and approval necessary to

construct and operate Licensee's Improvements. Licensee, at Licensee's sole cost and risk, shall construct, maintain and operate the Licensee's Improvements in good and workmanlike condition in accordance with all applicable laws, approvals or requirements of government authorities with jurisdiction. Without limiting the foregoing, Licensee shall maintain the Licensed Property in a clean and sightly condition, free of trash and debris. The Authority shall have the right to inspect the Licensed Property from time to time to ensure compliance with this Agreement. Licensee agrees to promptly pay, when due, all costs associated with construction, maintenance and repairs of the Licensee's Improvements and not to cause, permit or suffer any lien, claim of lien or encumbrance to be asserted against the Licensed Property related to Licensee's use or occupancy of the Licensed Property. Without limiting anything contained herein, Licensee shall maintain the Licensee's Improvements so as to not obstruct the view of, or otherwise interfere with the Authority's operation of the Licensed Property. Upon the termination of this license or Licensee's abandonment of the Licensed Property, at the option of the Authority, Licensee shall remove Licensee's Improvements and grade level the Licensed Property.

4. **Termination.** The license granted herein may be revoked and terminated by Authority for any breach by Licensee of this Agreement that is not cured within the applicable cure period provided in Section 7. Either party may terminate this Agreement for convenience upon one hundred twenty (120) days' written notice to the other party.

5. **Indemnity.** Authority shall have no liability whatsoever for Licensee's use or occupancy of Licensed Property, injury or death of any person, or damage to any property, including, without limitation, Licensee's Improvements, arising out of or related to Licensee's use or occupancy of the Licensed Property. Licensee shall indemnify, defend and hold the Authority and its respective Board members, officers, employees, agents and representatives (the "Authority Indemnified Parties") harmless from any and all losses, costs, liens, claims, causes of action, liability, damages, expenses and liability (including, without limitation, court costs and reasonable attorneys' fees) arising from any personal injury or property damage incurred in connection with or arising in any way from the use of Licensed Property by Licensee, Licensee's Representatives or any third parties, including the public, except to the extent any such loss is caused or alleged to be caused by the negligence or fault of the Authority. This indemnity provision shall survive termination or expiration of this Agreement and does not alter, amend or expand the sovereign immunity and/or limitations of liability imparted upon Licensee pursuant to Section 768.28, Florida Statutes, or any successor statute, and in no way shall the liability of either Licensee or the Authority under this indemnification section, under any circumstances, exceed the maximum amounts of the tort liability stated in Section 768.28(5), Florida Statutes, as of the date of the Effective Date of this Agreement. If any proceeding is filed for which indemnity is required hereunder, Licensee agrees, upon request therefore, to defend the indemnified party in such proceeding at its sole cost.

6. **Insurance.** Licensee shall maintain its status as a Florida self-insured sovereign entity. Licensee will provide Authority with a letter of self-insurance confirming coverage for general and automobile liability and Florida Worker's Compensation.

7. **Licensee Default.** If Licensee shall fail to perform any obligation hereunder within thirty (30) days after written notice from Authority to Licensee (or, if not reasonably capable of being cured within thirty (30) days, if Licensee has not commenced cure within thirty (30) days and thereafter diligently pursued cure until completion within no later than one hundred eighty (180) days, the Authority shall have the right, without limiting anything else in this Agreement, to perform such cure on Licensee's behalf and Licensee shall reimburse Authority for reasonable, documented costs incurred by the Authority to cure the default within thirty (30) days after demand.

8. **Disclaimers.** Licensee acknowledges that neither the Authority nor any other party acting, or claiming to act, on behalf of Authority has made nor makes any warranty or representation regarding the condition of the Licensed Property or its suitability for any use. Authority expressly disclaims any and all representations or warranties, express or implied, with regard to the condition of the Licensed Property or its suitability for any use. Licensee shall rely solely upon Licensee's own investigation with respect to the Licensed Property, including, without limitation, the Licensed Property's physical or environmental condition, compliance or lack of compliance with any zoning, land use, ordinance, order, permit or regulation or any other attribute or matter relating thereto.

9. **No Waiver.** No waiver of any default by any party hereto shall be implied from any omission by any other party hereto to take any action with respect to such default, if such default continues or is repeated. No express waiver of any default shall affect any default or cover any period of time other than the default and period of time specified in such express waiver. A waiver of any default in the performance of any provision contained in this Agreement shall not be deemed to be a waiver of any subsequent default in the performance of the same provision or any other provision contained herein.

10. **Binding Effect.** The license granted to Licensee under the terms of this Agreement is personal to Licensee, and neither this Agreement nor the license may be transferred or assigned by Licensee. Subject to the foregoing limitation, the benefits of this Agreement and burdens of this Agreement shall inure to the benefit of and be binding upon the heirs, successors, personal representatives, and assigns of the parties hereto.

11. **Business Days; Holidays; Weekends.** As used in this Agreement, the term "business day" means any day, other than a Saturday or Sunday, on which banks located in Jacksonville, Florida are not required or authorized to close. If any notice or action required or permitted by this Agreement falls on a date which is not a business day, then such date shall be extended to the next business day.

12. **Entire Agreement.** This Agreement is the entire agreement between Authority and Licensee concerning the subject matter hereof, and no modification hereof or subsequent agreement relative to the subject matter hereof shall be binding on either party unless reduced to writing and signed by the party to be bound.

13. **Time is of the Essence.** Time is of the essence with respect to this Agreement.

14. **Rule of Construction.** Licensee and Authority acknowledge that each party has reviewed this Agreement and that the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments hereto.

15. **Multiple Counterparts.** To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required and may be delivered by email. All counterparts shall collectively constitute a single instrument.

16. **Invalid Provisions.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

17. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

18. **No Recording.** Neither this Agreement nor any record or memorandum thereof shall be recorded in the Public Records of any county in the State of Florida. Recording of this Agreement or any of the terms and provisions hereof, or any record or memorandum thereof by Licensee shall, at the option of Authority, immediately constitute a material breach and default by Licensee hereunder, and grounds for termination of the Agreement by Authority.

19. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, or within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows (to such other address as either party hereto shall from time to time designate to the other party by notice in writing as herein provided):

Authority: JACKSONVILLE TRANSPORTATION AUTHORITY
121 West Forsyth Street
Jacksonville, FL 32202
Attn: Chief Executive Officer

With a copy to: NELSON MULLINS BROAD AND CASSEL
390 North Orange Avenue
Suite 1400
Orlando, Florida 32801
Attn: Richard N. Milian, P.A.
richard.milian@nelsonmullins.com

Licensee: CITY OF JACKSONVILLE
Department of Public Works Engineering Division
214 N. Hogan Street, 10th Floor
Jacksonville, Florida 32202
Attn: Engineer Manager

With a copy to: CITY OF JACKSONVILLE
Office of General Counsel
117 W. Duval Street, Suite 480
Jacksonville, Florida 32202
Attn: Corporation Secretary

CITY OF JACKSONVILLE
Department of Public Works Real Estate Division
214. N. Hogan Street, 10th Floor
Jacksonville, Florida 32202
Attn: Chief of Real Estate

20. **Severability.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

21. **Waiver of Jury Trial.** LICENSEE AND AUTHORITY VOLUNTARILY WAIVE A TRIAL BY JURY IN ANY LITIGATION OR ACTION ARISING FROM THIS AGREEMENT.

22. **Effective Date.** When used herein, the term "Effective Date" or the phrase "the date hereof" or "the date of this Agreement" shall mean the last date that either the Authority or Licensee execute this Agreement.

[Remainder of page intentionally left blank. Signature page follows.]

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

ATTEST:

CITY OF JACKSONVILLE,
a consolidated political subdivision and
municipal corporation existing under the
laws of the State of Florida

By: _____
James R. McCain, Jr.,
Corporation Secretary

By: _____
Lenny Curry, Mayor

Form Approved:

By: _____
Office of General Counsel

GC-#1342796-v4-SignLicenseAgreement_StJohnFerry_(9618_Heckscher_Drive)_COJ_Sign_OGC.docx

WITNESSES:

"AUTHORITY"

**JACKSONVILLE TRANSPORTATION
AUTHORITY**, a body politic and corporate,
and an agency of the state, under the laws of the
State of Florida

Print Name: _____

Print Name: _____

By: _____

Print Name: _____

Title: _____

Approved as to Form for Execution by
Authorized Signatory of the
Jacksonville Transportation Authority
General Counsel: Nelson Mullins Broad and Cassel

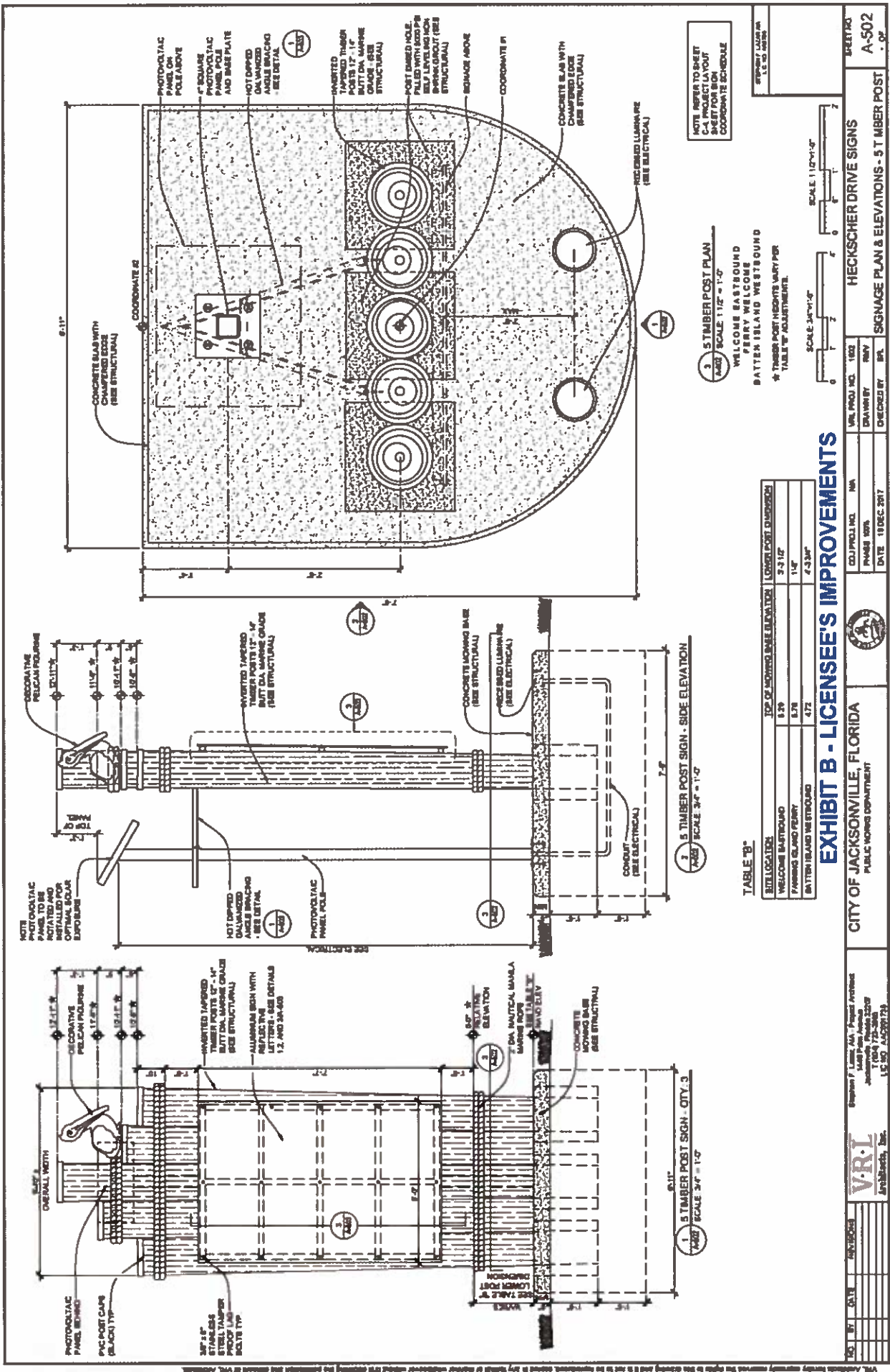
By: _____

Name: _____

Title: _____

Exhibit A
(Licensed Property)

Exhibit B
(Licensee's Improvements)



NOTE REFER TO SHEET C-1 PROJECT LAYOUT FOR COORDINATE SCHEDULE

3 5-TIMBER POST PLAN
SCALE 1/2" = 1'-0"

WELCOME EASTBOUND
FERRY WELCOME
BATTERY ISLAND WESTBOUND
* TIMBER POST HEIGHTS VARY PER TABLE "B" ADJUSTMENT.

3 5-TIMBER POST SIGN - SIDE ELEVATION
SCALE 3/4" = 1'-0"

1 5-TIMBER POST SIGN - QTY. 3
SCALE 3/4" = 1'-0"

TABLE "B"

SITE LOCATION	TOP OF MOUNTING BASE ELEVATION	LOWER POST DIMENSION
WELCOME EASTBOUND	8.29	2-3 1/2"
FERRY ISLAND FERRY	5.78	1'-0"
BATTERY ISLAND WESTBOUND	4.72	2-3 3/8"

SCALE 1/2" = 1'-0"

SCALE 3/4" = 1'-0"

SCALE 3/4" = 1'-0"

SCALE 3/4" = 1'-0"

A-502
OF

HECKSCHER DRIVE SIGNS

SIGNAGE PLAN & ELEVATIONS - 5-TIMBER POST

NO. BY	DATE	REVISIONS	DESIGNED BY	DATE

V.R.I.
Architects, Inc.

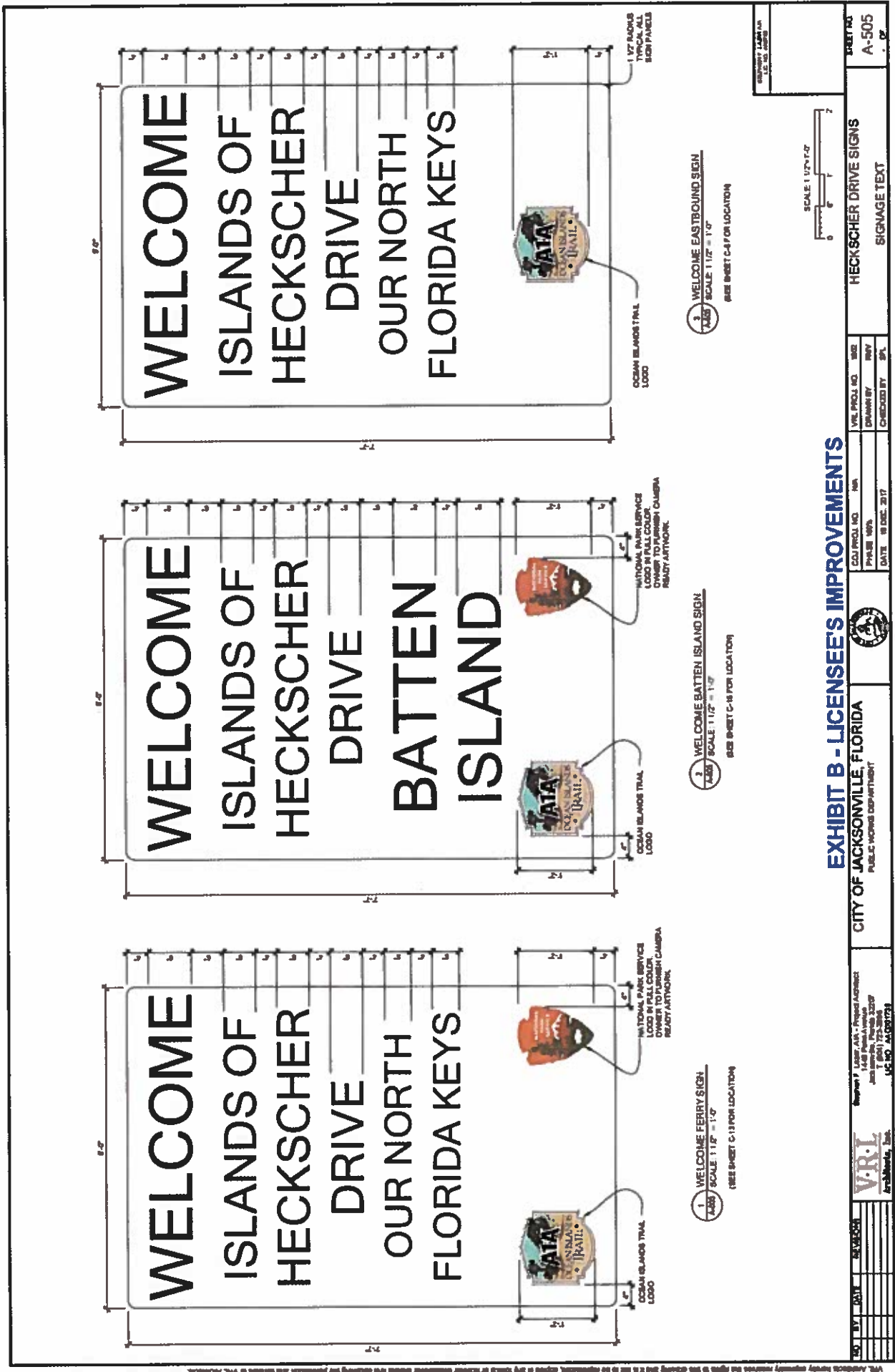
Stephen F. Lewis, AIA, Project Architect
John P. Jones, Architect
James P. Jones, Architect
14000 South Pineapple Avenue
Jacksonville, Florida 32217
LIC NO. AA0001738

CITY OF JACKSONVILLE, FLORIDA
PUBLIC WORKS DEPARTMENT

DATE: 10 DEC 2017

V.R.I. PROJ. NO. 1603
DRAWN BY: RMY
CHECKED BY: BPL

SHEET LABEL NO. 1.5 TO 1.6



1 WELCOME EASTBOUND SIGN
 SCALE 1 1/2" = 1'-0"
 SEE SHEET C-1 FOR LOCATION

2 WELCOME BATTEN ISLAND SIGN
 SCALE 1 1/2" = 1'-0"
 SEE SHEET C-18 FOR LOCATION

1 WELCOME FERRY SIGN
 SCALE 1 1/2" = 1'-0"
 SEE SHEET C-13 FOR LOCATION



EXHIBIT B - LICENSEE'S IMPROVEMENTS

SHEET NO. A-505		DATE 18 DEC 2017		CITY OF JACKSONVILLE, FLORIDA		PUBLIC WORKS DEPARTMENT		PROJECT NO. 1438		DRAWN BY: [blank]		CHECKED BY: [blank]		SCALE 1 1/2" = 1'-0"	
PROJECT NAME: HECKSCHER DRIVE SIGNS		DATE 18 DEC 2017		CITY OF JACKSONVILLE, FLORIDA		PUBLIC WORKS DEPARTMENT		PROJECT NO. 1438		DRAWN BY: [blank]		CHECKED BY: [blank]		SCALE 1 1/2" = 1'-0"	
PROJECT NAME: SIGNAGE TEXT		DATE 18 DEC 2017		CITY OF JACKSONVILLE, FLORIDA		PUBLIC WORKS DEPARTMENT		PROJECT NO. 1438		DRAWN BY: [blank]		CHECKED BY: [blank]		SCALE 1 1/2" = 1'-0"	

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