

Record and Return To:
City Clerk's Office
City of Venice
401 W. Venice Avenue
Venice, FL 34285

LICENSE AGREEMENT

This License Agreement is made this ____ day of _____, 2020, by and between the CITY OF VENICE, a Florida municipal corporation, whose address is 401 W. Venice Avenue, Venice, Florida 34285, herein referred to as LICENSOR, and 116 W. Venice Ave., LLC, a Florida limited liability company, whose address is 116 W. Venice Ave., Venice, Florida 34285, herein referred to as LICENSEE.

In consideration of the mutual promises contained herein, the LICENSOR and LICENSEE agree as follows:

1. The LICENSOR grants to the LICENSEE a license to construct certain improvements within public property owned by the LICENSOR upon the terms and conditions contained herein..
2. The public property owned by the LICENSOR that is subject to this Agreement is described as follows: The right-of-way abutting 116 W. Venice Avenue (Parcel Id. No. 0408030097)
3. Pursuant to this Agreement, the LICENSEE may construct the improvements identified in Exhibit "A" attached hereto and incorporated herein within the public property described in Section 2 subject to the following conditions:
 - a. LICENSEE shall light the subject right-of-way from sunset to sunrise.
 - b. LICENSEE shall replace the existing sidewalk in the subject right-of-way at the time the improvements are constructed.
 - c. A performance and payment bond in the form of a letter of credit, cash bond or surety bond, equal to 125 percent of the contract amount for the improvements to be built within the subject right-of-way, shall be provided by LICENSEE.

All improvements shall be constructed in accordance with plans and specifications approved by the LICENSOR prior to the commencement of construction. As built drawings of the improvements shall be submitted by the LICENSEE to the LICENSOR within 30 days of

completion of the construction.

4. The LICENSEE shall pay the LICENSOR the sum of \$ 10.00 for this license.
5. The LICENSEE shall maintain all improvements constructed pursuant to this Agreement in good condition.
6. The license granted herein is non-exclusive and its use by the LICENSEE must always be compatible with the LICENSOR' s continued use of the public property.
7. The LICENSEE shall continuously maintain general liability insurance with at least a \$1 million limit naming the city as an additional insured, as well as any additional insurance required by the LICENSOR.
8. The LICENSOR shall not be responsible for any damage to the improvements constructed pursuant to this Agreement caused by any activities performed by the LICENSOR within the public property.
9. The LICENSEE shall be responsible for any damage to the public property and all improvements located therein caused by any activities performed by the LICENSEE pursuant to this Agreement.
10. The LICENSEE shall indemnify the LICENSOR against any and all liabilities, losses, claims, demands, damages, or causes of action that may arise or be made against the LICENSOR by reason of or in any way related to or arising from the LICENSEE'S use of the license granted hereby.
11. This Agreement shall run with the land and shall inure to the benefit of the LICENSEE and his successors in interest until terminated in accordance with Section 12.
12. This Agreement may be terminated by either the LICENSOR or the LICENSEE upon 90 days' written notice. Upon termination, the LICENSEE shall remove all improvements constructed pursuant to this Agreement and shall restore the public property to the same condition that existed just prior to construction of the improvements.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF the parties have executed this agreement on the date first above written.

WITNESSES

Sign: [Signature]
Print: Doris Likens

Sign: [Signature]
Print: Deanne

LICENSEE

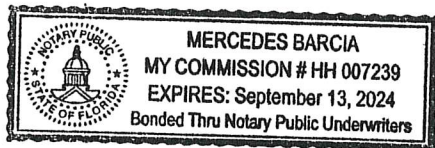
116 W. VENICE AVE., LLC

By: [Signature]
Kyle Scheid, Manager

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 19th day of October, 2020, by Kyle Scheid, as Manager of 116 W. Venice Ave., LLC, a Florida Limited Liability Company, on behalf of the company. He is personally known to me or has produced FL DL as identification.

(SEAL)



NOTARY PUBLIC

[Signature]
Print: Mercedes Barcia

LICENSOR

CITY OF VENICE, FLORIDA

ATTEST:

City Clerk

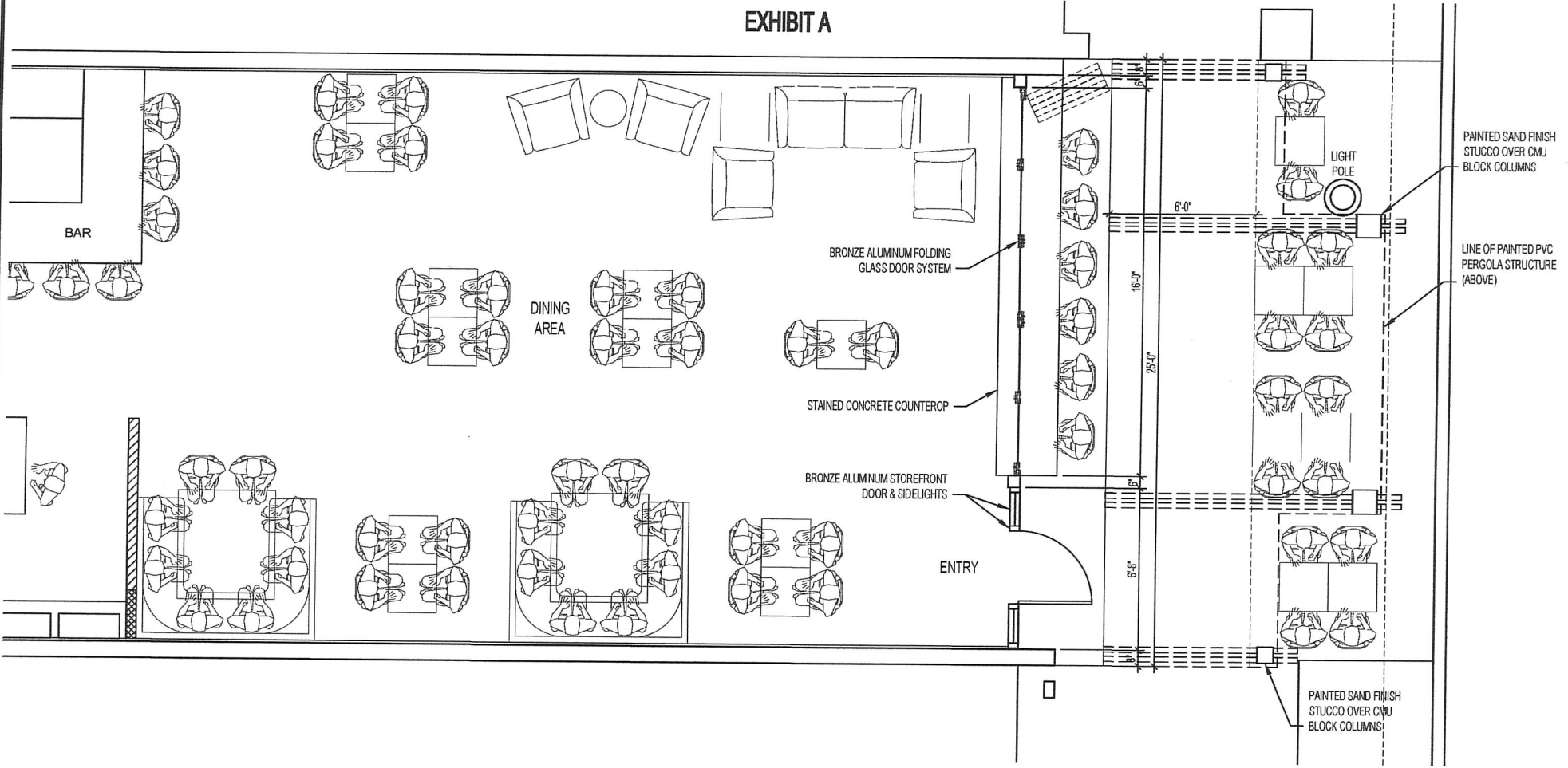
By: _____
Ron Feinsod, Mayor

(SEAL)

Approved as to form

Kelly M. Fernandez, City Attorney

EXHIBIT A



ENLARGED ENTRY PLAN

SCALE: 1/4"=1'-0"



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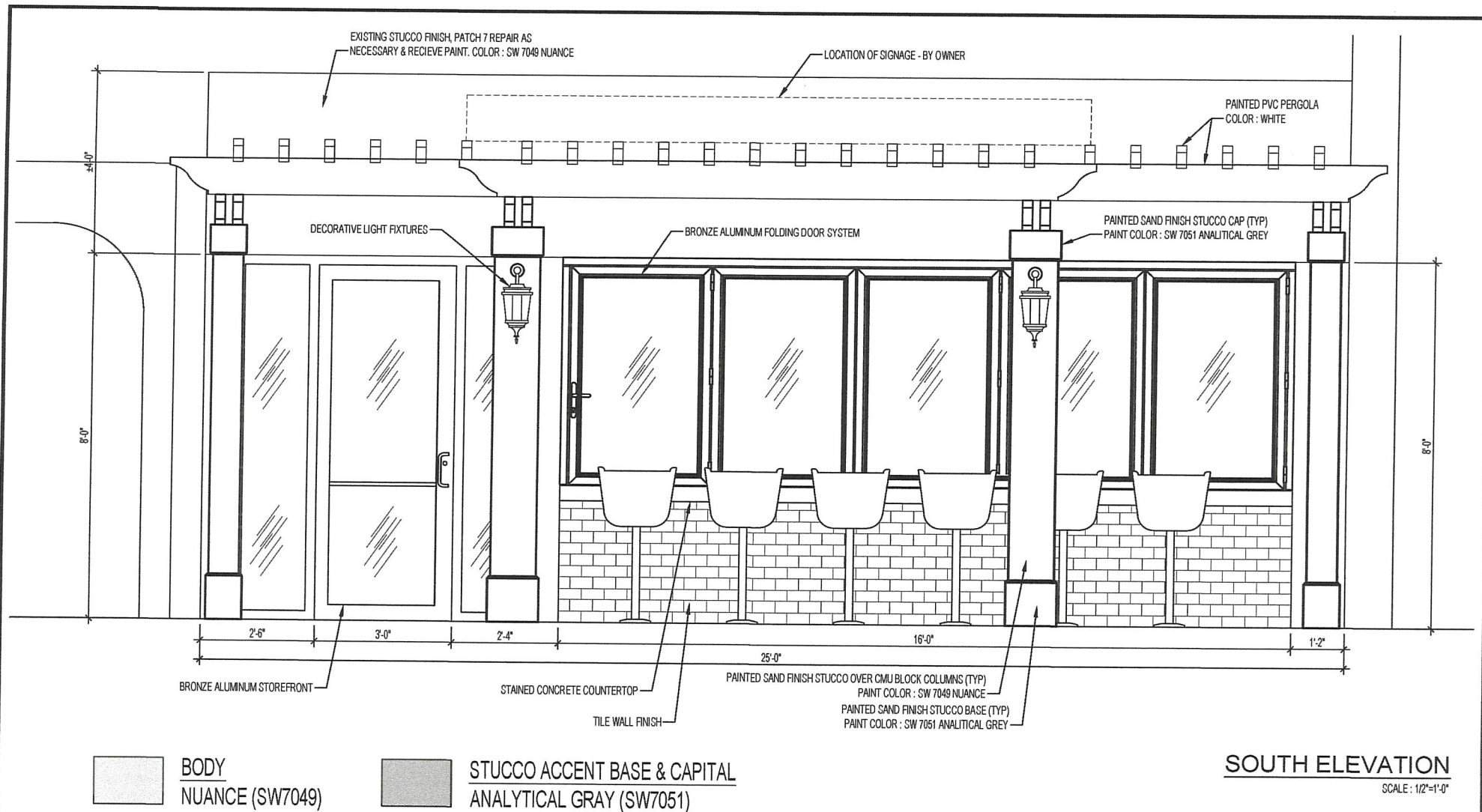
MARK A. BEEBE, AIA
Reg. No. A0201212

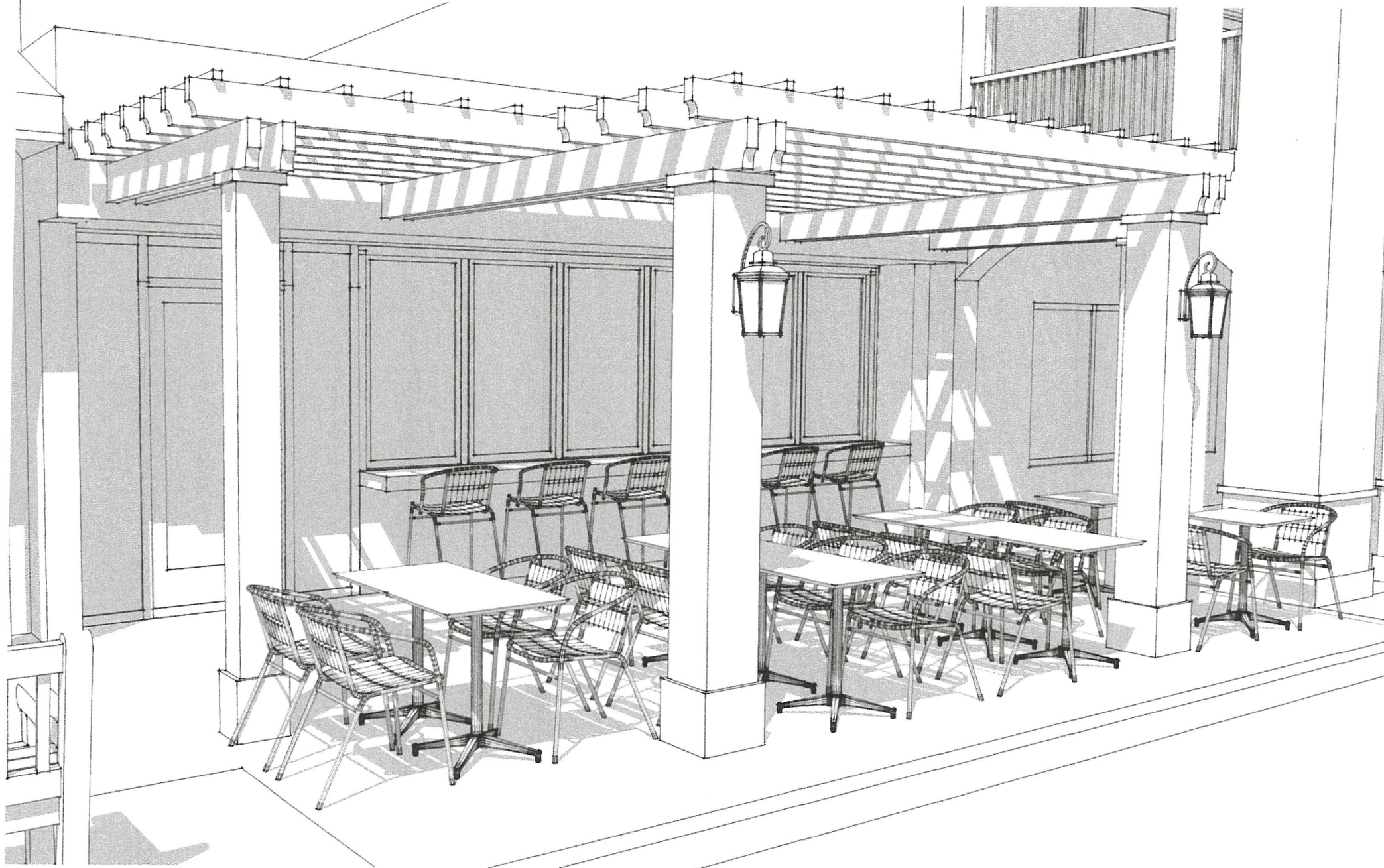
PROJECT:
ADDITIONS & RENOVATIONS FOR:
SEED & BEAN VENICE
116 WEST VENICE AVENUE,
VENICE, FLORIDA

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PROJECT No.	DRAWN BY	SHEET
2028	NMP	
SCALE	DATE	
1/4"=1'-0"	8.5.20	

A2





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Seed & Bean Market

116 W VENICE AVE, VENICE, FL, 34285

Venice Ave Facade

Scale: NTS