

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 27 day of MARCH, 2009, by and between the CITY OF VENICE, a Florida municipal corporation, whose address is 401 West Venice Avenue, Venice, FL 34285, herein referred to as LICENSOR, and Golden Beach Associates, Inc., whose address is 416 Everglades Dr. Venice, FL 34285 / P.O. Box 802, 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 and the requirements in the attached Addendum A.

2. The public property owned by the LICENSOR that is subject to this agreement is described as follows:
Thirty (30) existing LICENSOR owned street signs located throughout the Golden Beach Neighborhood area. See Attachment A.

3. Pursuant to this agreement, the LICENSEE may construct the following improvements within the public property described in Section 2:

Thirty (30) sign toppers, attached to the top of the existing sign post. Installed by City.
See Attachment B.

All such 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 comply with any insurance requirements 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 license 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 30 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.

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

WITNESS

Muñoz Barcia
Print name: Mercedes Barcia

WITNESS

Lori Stelzer
Print name: Lori Stelzer

LICENSEE

[Signature]
MICHAEL MUSLER
Print name:
GOLDEN BEACH ASSOCIATES, INC

Print name:

STATE OF FLORIDA
COUNTY OF SARASOTA

THE FOREGOING instrument was acknowledged before me this 27 day of March, 2019, by _____, who is/are personally known to me or has/have produced FLDL# M460-552-46-019-0 as identification. Exp: 1.19.2025



ADRIANA I. NICHOLS
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF248362
Expires 7/1/2019

NOTARY PUBLIC

Signature: [Signature]
Print name: Adriana I Nichols

State of Florida at Large
My Commission Expires: 7/1/2019

LICENSOR
CITY OF VENICE, FLORIDA

ATTEST:

City Clerk

By: _____
Mayor

ADDENDUM A

STREET SIGN TOPPER REQUIREMENTS

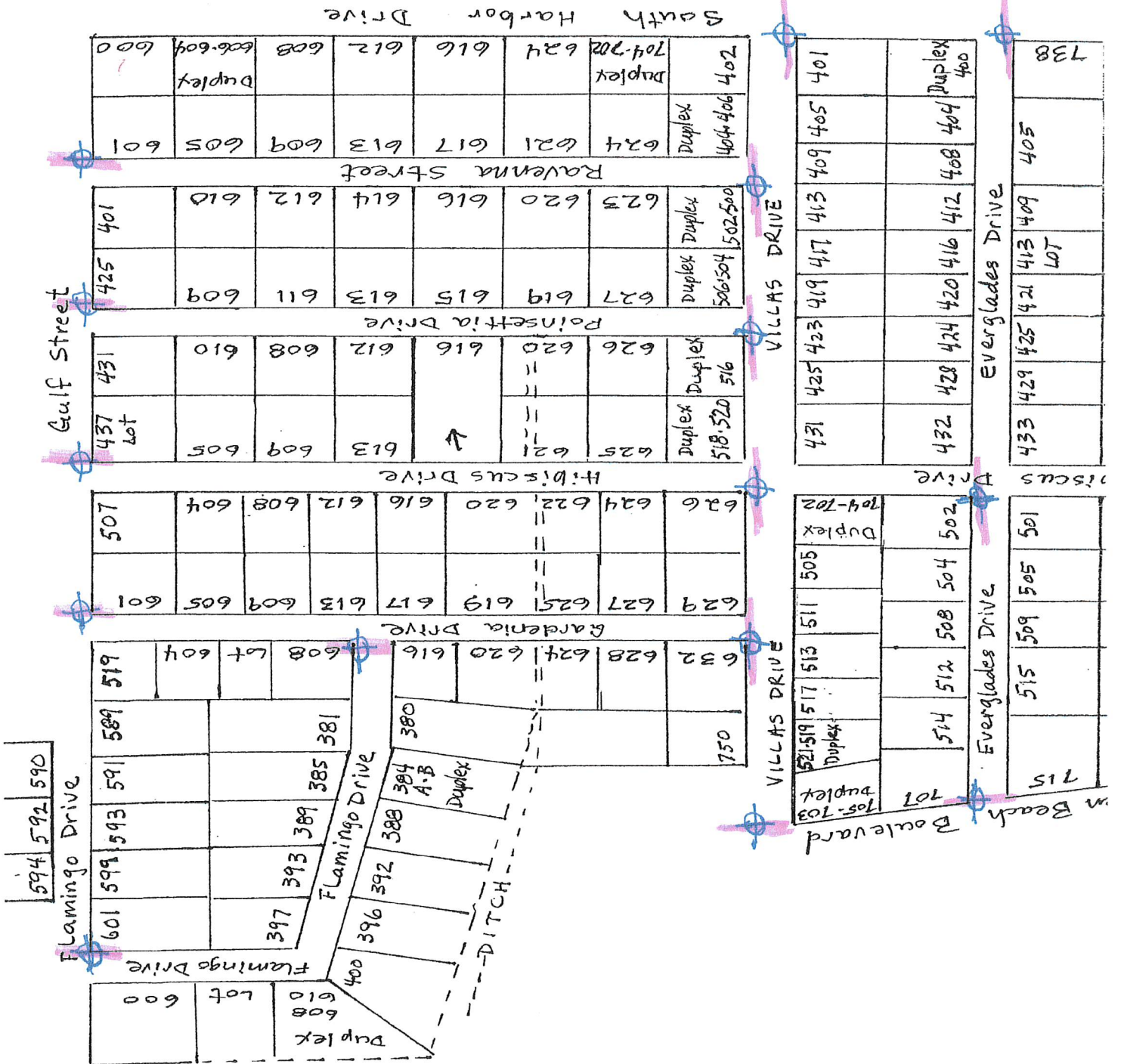
This addendum to the City of Venice LICENSE AGREEMENT for Street Sign Toppers is intended to set out the requirements for the design, installation and maintenance of decorative sign-toppers to be installed on City of Venice street signs. For the purpose of this addendum, a "Sign Topper" is defined as a decorative sign being placed on top of a City owned street sign with the intent to designate a particular neighborhood or historical district. This addendum is only applicable to improvements being proposed within City owned Right-of-Ways.

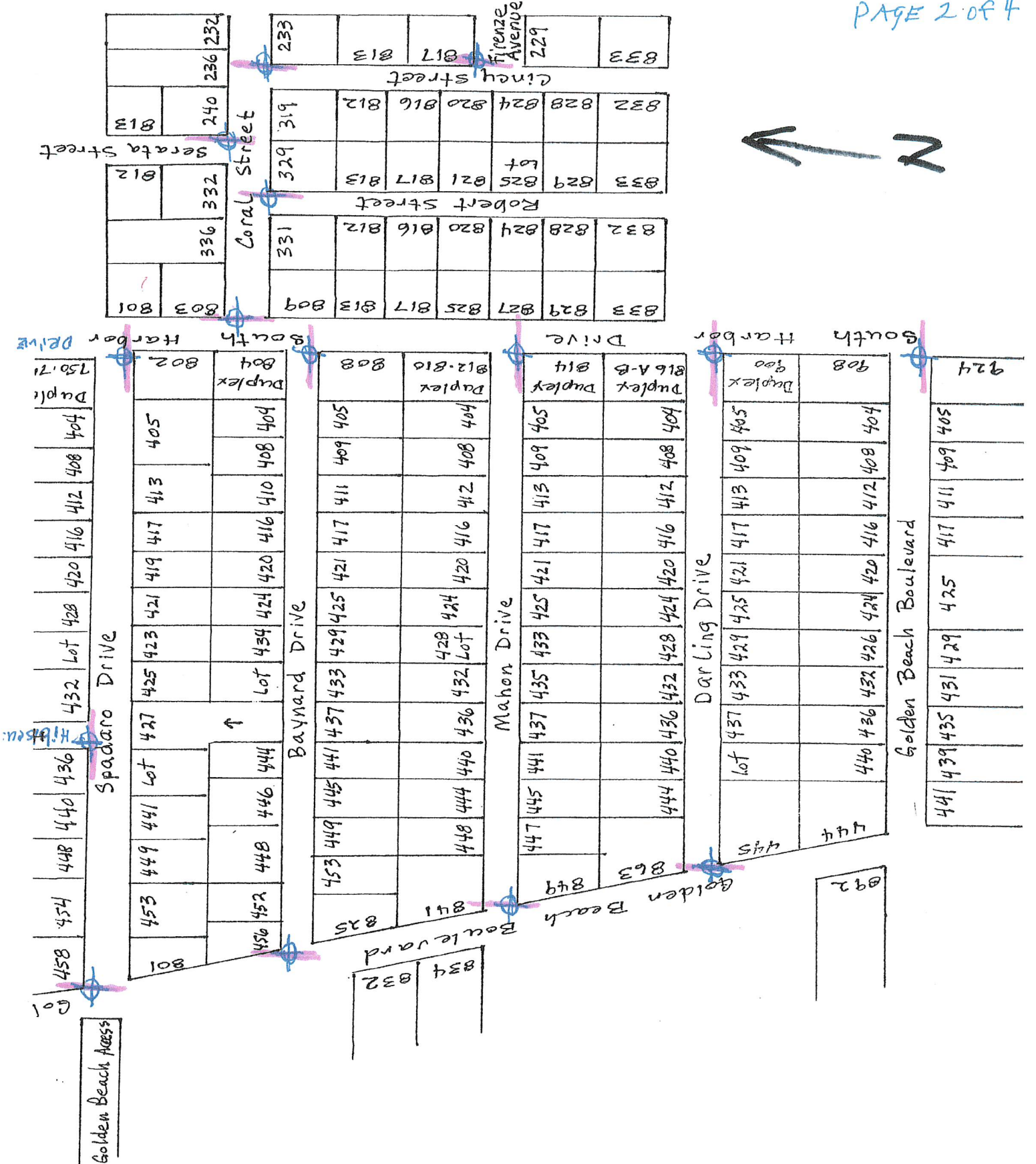
1. Sign Toppers shall display the name of a platted subdivision or City designated historical district within the City of Venice limits and the year that the subdivision or historical area was established.
2. Sign Toppers may only be placed within the boundaries of the platted subdivision or historical district which is being designated.
3. LICENSEE shall attach a site plan map showing the specific City signs which are to be topped with the Sign Topper and the proposed orientation of the Sign Toppers at each location and shall attach a listing of the City street signs to be topped and orientation of each Sign Topper.
4. Sign Toppers may be a maximum of 24" in length and 14" in height.
5. Sign Topper must be designed in an aesthetically pleasing manner and not create a distraction to passing motorists.
6. Sign Toppers must be designed and installed in a structurally sound manner as approved by the Director of Public Works and Asset Management. Sign Toppers must use a single bracket connected directly to the sign channel post. If the sign channel post does not extend to the top of the sign and requires a post extension, LICENSEE may elect to have LICENSOR not place a Sign Topper at that location. If LICENSEE elects to have LICENSOR place a Sign Topper at that location, a post extension and sandwich style street sign will be required at the expense of the LICENSEE.
7. The cost of all Sign Topper maintenance performed by LICENSOR shall be the responsibility of LICENSEE, including the provision for any necessary replacement Sign Toppers.
8. Should Sign Toppers become damaged, faded or otherwise in disrepair, the LICENSEE shall provide the LICENSOR with a replacement sign topper within 30 days of notification by LICENSOR. LICENSOR has the right to remove a Sign Topper if a replacement is not provided within the 30 day time period.



GOLDEN BEACH 2011

Attachment A
PAGE 10 of 4





Golden Beach Address

834 832

892

LIST OF STREET SIGN TOPPERS FOR GOLDEN BEACH NEIGHBORHOOD

1. Gulf St. at Ravenna St.; SE corner; topper parallel with Ravenna St.
2. Gulf St. at Poinsettia Dr.; SE corner; topper parallel with Poinsettia St.
3. Gulf St. at Hibiscus Dr.; SE corner; topper parallel with Hibiscus St.
4. Gulf St. at Gardenia Dr.; SE corner; topper parallel with Gardenia St.
5. Flamingo Dr. at 601; SE corner; topper N-S parallel with N-S Flamingo Dr.
6. Gardenia Dr. at Flamingo Dr. (south); NW corner; topper parallel with Gardenia Dr.
7. Villas Dr. at S. Harbor Dr.; SW corner; topper parallel with Villas Dr.
8. Villas Dr. at Ravenna St.; NW corner; topper parallel with Villas Dr.
9. Villas Dr. at Poinsettia Dr.; NW corner; topper parallel with Villas Dr.
10. Villas Dr. at Hibiscus Dr.; NW corner; topper parallel with Villas Dr.
11. Villas Dr. at Gardenia Dr.; NW corner; topper parallel with Villas Dr.
12. Villas Dr. at Golden Beach Blvd.; NE corner; topper parallel with Golden Beach Blvd.
13. Everglades Dr. at S. Harbor Dr.; SW corner; topper parallel with Everglades Dr.
14. Everglades Dr. at Hibiscus Dr; NW corner; topper parallel with Everglades Dr.
15. Everglades Dr. at Golden Beach Blvd.; NE corner; topper parallel with Golden Beach Blvd.
16. Spadaro Dr. at S. Harbor Dr.; SW corner; topper parallel with Spadaro Dr.
17. Spadaro Dr. at Hibiscus Dr.; NW corner; topper parallel with Spadaro Dr.
18. Spadaro Dr. at Golden Beach Blvd.; NE corner; topper parallel with Golden Beach Blvd.
19. Baynard Dr. at S. Harbor Dr.; SW corner; topper parallel with Baynard Dr.
20. Baynard Dr. at Golden Beach Blvd.; NE corner; topper parallel with Golden Beach Blvd.
21. Mahon Dr. at S. Harbor Dr.; SW corner; topper parallel with Mahon Dr.

22. Mahon Dr. at Golden Beach Blvd.; SE corner; topper parallel with Golden Beach Blvd.
23. Darling Dr. at S. Harbor Dr.; SW corner; topper parallel with Darling Dr.
24. Darling Dr. at Golden Beach Blvd.; SE corner; topper parallel with Golden Beach Blvd.
25. Golden Beach Blvd. at S. Harbor Dr.; SW corner; topper parallel with Golden Beach Blvd.
26. Coral St. at S. Harbor Dr.; NE corner; topper parallel with S. Harbor Dr.
27. Coral St. at Robert St.; SE corner; topper parallel with Robert St.
28. Coral St. at Serata St.; NE corner; topper parallel with Serata St.
29. Coral St. at Cincy St.; SE corner; topper parallel with Cincy St.
30. Cincy St. at Firenze Ave. W.; NE corner; topper parallel with Cincy St.

Date Apr 21, 2017

ATTACHMENT B



COMMENTS
DOUBLE SIDED
STREET TOPER
REFLECTIVE
ALUMINUM



426 E. Venice Ave, Venice, FL 34285
www.hhsigns.com

Phone: 941-485-0556 or 800-691-4ADA
Fax: 941-484-8933
E-mail: sales@hhsigns.com

with your signature you agree to terms as stated on page 1 of H & H Signs, Inc. Product guide.

SO# SALES REP

CUSTOMER

SIGN SIZE

MATERIALS

TEXT

BACKGROUND

AS SUBMITTED CORRECTIONS REQUIRED

Approved by

ORDER ON HOLD until form is signed then faxed, e-mailed or verbally Approved.

FILE NAME

Please check VERY CAREFULLY for errors. Any changes made AFTER artwork has been approved may result in extra charges.